An ACT *for Transferring certain* South Sea *Annuities, ſtanding in the Name of the late Treaſurer to the Commiſſioners for Building Fifty new Churches, unto the reſpective Rectors of Eight of thoſe Churches; and for Veſting certain Sites for Churches purchaſed by the ſaid Commiſſioners, in Truſtees, in order to ſell the ſame, for the Purpoſes therein mentioned.*

MVSEVM BRITAN NICVM

WHereas by an Act of Parliament, made and paſſed in the Ninth Year of the Reign of her late Majeſty Queen *Anne*, intituled, *An Act for granting to her Majeſty ſeveral Duties upon Coals for Building Fifty New Churches in and about the Cities of* London *and* Weſtminſter, *and Suburbs thereof; and other Purpoſes therein mentioned*; ſeveral Duties were granted unto her ſaid Majeſty, her Heirs and Succeſſors, upon Coals and Culm, which ſhould be imported and brought into the Port of the City of *London*, or the River of *Thames*, within the Liberty of the ſaid City, from the Fourteenth Day of *May* One thouſand Seven hundred and Sixteen, to the Twenty-ninth Day of *September* One thouſand Seven hundred and Twenty-four; and the Monies which ſhould be raiſed by ſuch Duties were, by the ſaid Act, appropriated and directed to be iſſued, applied, and diſpoſed of, for the Building of the ſaid Fifty Churches, and for Purchaſing of Sites of Churches and Church-yards, and Burying-places, in and near the ſaid Cities, or the Suburbs thereof, and for purchaſing Houſes for the Habitation of the Miniſters of the ſaid Churches; and her Majeſty was thereby impowered to conſtitute and appoint, by Letters Patents, Commiſſioners for

executing the Powers of the ſaid Act for the Purpoſes aforeſaid: And by another Act, made and paſſed in the Tenth Year of her ſaid Majeſty's Reign, it was Enacted, That there ſhould be a Rector of every new Church and Pariſh, to be made or conſtituted purſuant to the ſaid Act, and a perpetual Succeſſion of Rectors there, to have Cure of the Souls of the Inhabitants of ſuch new Pariſh; and the ſaid Commiſſioners were, by the ſaid Act, impowered to treat and agree with the Patrons of the then preſent Church in every Pariſh from which any Part ſhould be divided, for the more effectual dividing and ſeparating the then preſent Pariſh, and the Tythes, Oblations, Dues, and Revenues, belonging to the then preſent Church, and the Charges and Dependencies thereof, and for apportioning the ſame:

And whereas by an Act, made and paſſed in the Firſt Year of the Reign of his late Majeſty King *George* the Firſt, intituled, *An Act for making Proviſion for the Miniſters of the Fifty New Churches, which are to be built in and about the Cities of* London *and* Weſtminſter, *and Suburbs thereof; and for rebuilding and finiſhing the Pariſh Church of* Saint Mary Woolnoth *in the ſaid City of* London; a further Duty of Three Shillings *per* Chaldron was granted to his Majeſty, for all Sorts of Coals and Culm, which, from and after the Twenty-ſeventh Day of *September* One thouſand Seven hundred and Twenty-four, and before the Twenty-eighth Day of *September* One thouſand Seven hundred and Twenty-five, ſhould be imported or brought into the Port of the City of *London*, or the River of *Thames*, within the Liberty of the ſaid City, except as therein is excepted; and the Monies ariſing thereby were, by the ſaid Act, appropriated for and towards the providing due Maintenance for the Miniſters to attend the Service of God in the new Churches to be erected purſuant to the ſaid former Acts; and were appointed to be for that Purpoſe iſſued, applied, and diſpoſed, in ſuch manner as ſhould thereafter be directed by Parliament: And it was by the ſame Act further Enacted, That it ſhould and might be lawful for his Majeſty, his Heirs and Succeſſors, by Letters Patent under the Great Seal of *Great Britain*, from time to time, to nominate, conſtitute, and appoint, ſuch Perſons as his Majeſty, his Heirs, and Succeſſors, ſhould think fit, to be Commiſſioners; and that they, or any Five or more of them, ſhould have Power to execute all and every the Powers, Matters, and Things, in and by the ſaid ſeveral Acts appointed to be done and performed:

And whereas by another Act, made in the Fifth Year of the Reign of his ſaid late Majeſty, intituled, *An Act for continuing certain Duties upon Coals and Culm, and for eſtabliſhing certain Funds to raiſe Money, as well to proceed in the Building of new Churches, as alſo to complete the Supply granted to his Majeſty; and to reſerve the Overplus Monies of the ſaid Duties for the Diſpoſition of Parliament; and for more effectual ſuppreſſing private Lotteries*; after reciting the ſeveral Acts of Parliament herein before-mentioned, and alſo taking Notice, that, out of the ſaid Duties on Coals and Culm, or out of Monies lent upon Credit of the ſame, ſeveral conſiderable Sums, amounting in the Whole to One hundred and Sixty-one thouſand One hundred and Seventy-five Pounds Sixteen Shillings and Seven Pence, had been raiſed and iſſued for the Buildings, Repairs, and other Purpoſes preſcribed in or by the ſaid recited Acts; and that the Buildings of ſome of the new

Churches,

Churches, and the Repairs thereby appointed, had been begun, and ſome Sites, Burying-places, and Miniſters Houſes, had been purchaſed and contracted for, and other Charges borne, and Payments made; and that over and above the Monies then iſſued, a great Debt was owing to Workmen and others for the ſame; and that it evidently appeared, that the whole Produce of the ſaid Duties, during the ſaid Time or Times to come therein, would be very deficient for thoſe Purpoſes, and might probably, at the End of the ſaid Terms, leave a great Debt for Work and Materials unprovided for; and that it was computed or eſtimated, that if the Terms in the ſaid Duties were enlarged, the Sum of Three hundred and Sixty thouſand Pounds might be raiſed, for the Purpoſes aforementioned, upon a particular yearly Fund or Security on that behalf; it was Enacted, That a further Duty of Three Shillings for every Chaldron of Coals and Culm, uſually ſold by the Chaldron, and Three Shillings for every Ton of Coals, uſually ſold by the Ton, which ſhould reſpectively be brought into the Port of the City of *London*, or the River of *Thames*, within the Liberty of the ſaid City, except as is therein mentioned, ſhould be paid to his Majeſty, his Heirs and Succeſſors, for raiſing the ſaid Sum of Three hundred and Sixty thouſand Pounds, ſo far as the ſame would extend, for and towards the Building and Finiſhing of the Churches, purchaſing Sites, Church-yards, Burying-places, and Houſes for Miniſters, repairing the Collegiate Church of *Saint Peter Weſtminſter*, finiſhing *Greenwich* Hoſpital, and the Chapel thereunto belonging, and making Proviſion for Miniſters, according to the true Intention of the ſaid former Acts: And it was thereby further Enacted, That the yearly Sum of Twenty-one thouſand Pounds ſhould be appropriated out of the ſaid ſeveral Duties on Coals and Culm, for and during the Term of Thirty-two Years, as a particular Fund and Security for anſwering and paying as well the Principal as the Intereſt of the ſaid Sum of Three hundred and Sixty thouſand Pounds, for the ſaid Purpoſes, in ſuch Courſe, Manner, and Form, as in the ſaid Act is preſcribed; and the Commiſſioners of the Treaſury, or any Three or more of them, were thereby authorized and impowered to direct Loans to be made on the Credit of the ſaid Fund of Twenty-one thouſand Pounds *per Annum*, for any Sum or Sums of Money, not exceeding, in the Whole, Three hundred and Sixty thouſand Pounds, in ſuch Manner as is therein particularly deſcribed or ſet forth; and alſo to iſſue and pay out of the Monies to ariſe by Way of Loan on Credit of the ſaid particular Fund, and out of the Monies of the ſaid particular Fund (except as is therein mentioned) ſuch Sum and Sums of Money as ſhould be thought meet and neceſſary by the Commiſſioners appointed, or to be appointed, to take care of the ſaid Buildings, as aforeſaid, or any Five or more of them, for the Buildings, Repairs, and other Services, beforementioned:

And whereas by virtue and in purſuance of the ſaid Act of the Ninth Year of the Reign of her late Majeſty Queen *Anne*, and of ſeveral other Acts of Parliament made in the Reign of the ſaid Queen and of his late Majeſty King *George* the Firſt, reſpectively, ſeveral Letters Patents have been made and paſſed under the Great Seal of *Great Britain*, whereby ſeveral Perſons have been appointed Commiſſioners to put the ſaid Act in Execution; and, in purſuance of the firſt-mentioned Act, the ſeveral Churches herein after-

after-mentioned have been erected, built, conſecrated, or endowed; that is to ſay, One Church in the *Strand*, in the County of *Middleſex*, called the Church of *Saint Mary le Strand*; One Church at or near the *Milbank*, in the City or Liberty of *Weſtminſter*, called the Church of *Saint John the Evangeliſt*; One Church in the Hamlet of *Spitalfields*, in the County of *Middleſex*, called *Chriſt's Church Middleſex*; One Church in the Hamlet of *Wapping Stepney*, in the ſaid County, called the Church of *Saint George Middleſex*; One Church in the Hamlet of *Stratford Bow*, in the ſaid County, called the Church of *Saint Mary Stratford Bow*; One Church in the Town of *Deptford*, in the County of *Kent*, called the Church of *Saint Paul's Deptford*; One Church near *Bloomsbury Market*, in the County of *Middleſex*, called the Church of *Saint George Bloomsbury*; and One Church near *Horſleydown*, in the County of *Surry*, called the Church of *Saint John's Horſleydown*; and ſeveral Rectors, in purſuance of the ſaid Acts, have been from time to time appointed of and for the ſaid Churches reſpectively: And *John Heylyn*, Doctor in Divinity, is the preſent Rector of the ſaid Church of *Saint Mary le Strand*; *Joſeph Sims*, Clerk, is the preſent Rector of the ſaid Church of *Saint John the Evangeliſt*; *John Pritchard*, Clerk, is the preſent Rector of the ſaid Church called *Chriſt Church Middleſex*; *William Simpſon*, Doctor in Divinity, is the preſent Rector of the ſaid Church of *Saint George Middleſex*; *Thomas Foxley*, Clerk, is the preſent Rector of the ſaid Church of *Saint Mary Stratford Bow*; *James Bate*, Clerk, Maſter of Arts, is the preſent Rector of the ſaid Church of *Saint Paul Deptford*; *Edward Vernon*, Doctor in Divinity, is the preſent Rector of the ſaid Church of *Saint George Bloomsbury*; and *James Trail*, Clerk, is the preſent Rector of the ſaid Church of *Saint John's Horſleydown*:

And whereas ſeveral Lands, Grounds, and Tenements, have, in purſuance of the above-mentioned Acts of Parliament, been aſſigned and ſet out by the Commiſſioners acting by virtue of and under the Powers and Authorities of the ſaid Acts for the Time being, to conſtitute and aſcertain the Diſtricts of the ſeveral Pariſhes belonging to each of the ſaid Churches reſpectively, and to be compriſed within the ſeveral Bounds and Limits by them for that Purpoſe appointed and preſcribed; and ſeveral Pieces or Parcels of Ground have, in purſuance and under the Authority of the ſame Acts, been purchaſed by the ſaid Commiſſioners, for the Sites of divers other new Churches propoſed and intended to be built in and about the Cities of *London* and *Weſtminſter*, and Suburbs thereof, purſuant to the ſaid firſt-mentioned Act: But as the Fund directed and appointed by the ſame Act to be applied for that Purpoſe has been appropriated for other Purpoſes by Authority of Parliament, the building of ſuch other new Churches cannot proceed, and be effected; and the ſaid Pieces or Parcels of Ground, ſo purchaſed, do now remain veſted in the preſent Commiſſioners ſo conſtituted and appointed, as aforeſaid, as Truſtees only:

And whereas by an Act of Parliament, made in the Twelfth Year of the Reign of his ſaid late Majeſty King *George* the Firſt, intituled, *An Act for making Proviſion for the Rector of* Saint Mary le Strand, *in the County of* Middleſex, *and for other Purpoſes therein mentioned*, the Sum of Two thouſand Five hundred Pounds, Part of the ſaid Sum of Three hundred

hundred and Sixty thouſand Pounds, was allotted and appointed for and as the Share and Intereſt which the Rector of the ſaid Pariſh Church ſhould have, and be intitled to, out of the ſaid Sum of Three hundred and Sixty thouſand Pounds; and the Treaſurer for the Time being of the ſaid Commiſſioners is thereby required and authorized, out of the Monies iſſued or to be iſſued to him out of the Monies ariſing by virtue of the ſaid Act of the Fifth Year of the Reign of the late King *George* the Firſt, to lay out and diſpoſe of the ſaid Sum of Two thouſand Five hundred Pounds, or any Part thereof, according to ſuch Warrants as he ſhould receive from time to time from the ſaid Commiſſioners, or any Five or more of them, in purchaſing Lands, Tenements, or Hereditaments, in Fee-ſimple, to be conveyed to, and ſettled upon and to the Uſe of, the Rector of the ſaid new Church for the Time being, and his Succeſſors in the ſaid Church for ever, for and towards his and their Maintenance; and, in the mean time, to place out the ſame, or any Part thereof, according to ſuch Orders and Warrants as he ſhould receive from time to time from the ſaid Commiſſioners, or any Five or more of them, on real Security or Securities, or publick Funds; and to pay the Intereſt and Produce thereof unto the ſaid Rector for the Time being, as the ſame ſhould be received, for and towards ſuch Maintenance as aforeſaid: And, by ſeveral ſubſequent Acts of Parliament, ſeveral Sums of Money, being other Part of the ſaid Sum of Three hundred and Sixty thouſand Pounds, were allotted and appointed for and as the Share and Intereſt of the Rectors of the Churches of *Saint John the Evangeliſt*, *Chriſt Church Middleſex*, *Saint George's Middleſex*, *Saint Mary Stratford Bow*, *Saint Paul's Deptford*, *Saint George Bloomſbury*, and *Saint John Horſleydown*, reſpectively, and to be laid out, applied, and diſpoſed of, for or towards the Maintenance of the Rectors of the ſaid Churches reſpectively for the Time being; *videlicet*, For the Rector of the ſaid Church of *Saint John the Evangeliſt*, the Sum of Two thouſand Five hundred Pounds; for the Rector of the ſaid Church called *Chriſt Church Middleſex*, the Sum of Three thouſand Pounds; for the Rector of the ſaid Church of *Saint George Middleſex*, the Sum of Three thouſand Pounds; for the Rector of the ſaid Church of *Saint Mary Stratford Bow*, the Sum of Three thouſand Five hundred Pounds; for the Rector of the ſaid Church of *Saint Paul's Deptford*, the Sum of Three thouſand Five hundred Pounds; for the Rector of the Church of *Saint George's Bloomsbury*, the Sum of Three thouſand Pounds; and for the Rector of the Church of *Saint John's Horſleydown*, the Sum of Three thouſand Five hundred Pounds: And the ſaid ſeveral Sums, ſo allotted and appointed as the Shares and Intereſts of the Rectors of the ſaid Churches reſpectively, other than the Rector of the Church of *Saint George Bloomſbury*, were, by Order and Direction of the ſaid Commiſſioners for the Time being, laid out in the Purchaſe of the ſeveral principal or capital Sums in the *South-Sea* Annuities herein after-mentioned, in Truſt, for the Benefit of the Rectors of the ſaid ſeveral Churches, in the Shares and Proportions herein after-mentioned; that is to ſay, For the Rector of the Church of *Saint Mary le Strand*, the Sum of Two thouſand Four hundred and Forty-ſeven Pounds Seven Shillings and Two Pence; for the Rector of the Church of *Saint John the Evangeliſt*, the Sum of Two thouſand

Three hundred and Fifty-one Pounds and Two Shillings; for the Rector of the Church called *Chriſt Church Middleſex*, the Sum of Two thouſand Eight hundred and Nineteen Pounds Six Shillings and Eight Pence; for the Rector of the Church of *Saint George Middleſex*, the Sum of Two thouſand Eight hundred and Seventeen Pounds Sixteen Shillings and Seven Pence; for the Rector of the Church of *Saint Mary Stratford Bow*, the Sum of Three thouſand Two hundred and Seventy-four Pounds Seven Shillings and Four Pence; for the Rector of the Church of *Saint Paul's Deptford*, the Sum of Three thouſand Two hundred and Two Pounds Sixteen Shillings and Ten Pence; and for the Rector of the Church of *Saint John's Horſleydown*, the Sum of Three thouſand Six hundred and Twenty Pounds Eight Shillings and Six Pence; and Part of the ſaid Sum of Three thouſand Pounds, ſo appropriated unto and for the Benefit of the Rector of the Church of *Saint George Bloomsbury*, was, together with other Monies, by Order of the ſaid Commiſſioners, laid out in the Purchaſe of Lands and Tenements in the Hundred of *Hoo*, in the County of *Kent*, which are enjoyed by him; and the Reſidue of the ſaid Sum of Three thouſand Pounds was alſo, by Order of the ſaid Commiſſioners, laid out in the Purchaſe of the Sum of Three hundred and Twenty-five Pounds Eleven Shillings and Three Pence *South-Sea* Annuities, for the Benefit of the Rector of the ſaid Pariſh of *Saint George Bloomsbury:* And the ſaid ſeveral principal or capital Sums, ſo laid out in the ſaid *South-Sea* Annuities, are now ſtanding in the Books of the *South-Sea* Company, in the Name of *Henry Fane* Eſquire, late Treaſurer to the ſaid Commiſſioners, who, by their Order, was allowed a yearly Salary for receiving the Dividends of the ſaid Stock, and paying and diſtributing thereof unto and amongſt the ſaid ſeveral Rectors intitled to the ſame reſpectively:

And whereas at a Meeting of the Commiſſioners for building Fifty new Churches, held on *Monday* the Twenty-firſt Day of *February* One thouſand Seven hundred and Fifty-ſeven, the ſaid Commiſſioners were of Opinion, that it might be proper to apply to Parliament for a private Bill, to ſettle the ſeveral Proportions of the Funds belonging to each Rector reſpectively, in ſuch manner as that they might receive the Dividends without the Expence of a Salary to a Treaſurer; and alſo that the Lands, which had been purchaſed for the Sites of the other new Churches, and which could not be carried into Execution, by reaſon of the different Appropriation of the Fund, might, if the Parliament ſhould think fit, be ſold or diſpoſed of in ſuch manner, as that the Produce thereof might be applied to increaſe the Maintenance of ſuch of the Rectors of the ſaid Churches as had not been endowed with Lands, ſuch Maintenance appearing to be conſiderably leſſened by the Reduction of Intereſt of the publick Funds:

Wherefore, for the anſwering, obtaining, and effecting, the good Ends, Intents, and Purpoſes, above-mentioned,

May it pleaſe Your moſt Excellent MAJESTY,

(At the humble Petition and Requeſt of Your MAJESTY's moſt Dutiful and Loyal Subjects the ſaid *John Heylin, Joſeph Sims, John Pritchard, William Simpſon, Thomas Foxley, James Bate, Edward Vernon*, and *James Trail*)

That

That it may be **Enacted**; **And be it Enacted**, by the KING's moſt Excellent MAJESTY, by and with the Advice and Conſent of the Lords Spiritual and Temporal, and Commons, in this preſent Parliament aſſembled, and by the Authority of the ſame, That the ſaid *Henry Fane*, his Executors or Adminiſtrators, ſhall and may, and he and they reſpectively are hereby authorized and required, on or before the Tenth Day of *October* One thouſand Seven hundred and Fifty-eight, to transfer, or cauſe to be transferred, the ſaid Principal Sums of Two thouſand Four hundred and Forty-ſeven Pounds Seven Shillings and Two Pence, Two thouſand Three hundred and Fifty-one Pounds Two Shillings, Two thouſand Eight hundred and Nineteen Pounds Six Shillings and Eight Pence, Two thouſand Eight hundred and Seventeen Pounds Sixteen Shillings and Seven Pence, Three thouſand Two hundred and Seventy-four Pounds Seven Shillings and Four Pence, Three thouſand Two hundred and Two Pounds Sixteen Shillings and Ten Pence, Three hundred and Twenty-five Pounds Eleven Shillings and Three Pence, and Three thouſand Six hundred and Twenty Pounds Eight Shillings and Six Pence, in *South-Sea* Annuities, purchaſed with the ſeveral Sums of Money ſo appropriated, unto and for the Benefit of the Rectors of the ſaid ſeveral Churches reſpectively, as aforeſaid, and which are now ſtanding in the Name of the ſaid *Henry Fane*, as aforeſaid, in the Books of the Governor and Company of Merchants of *Great Britain* trading to the *South Seas*, and other Parts of *America*, and for encouraging the Fiſhery commonly called the *South-Sea* Company, unto the ſeveral Rectors for whoſe Benefit the ſame ſeveral Principal Sums in *South-Sea* Annuities were purchaſed repectively, as aforeſaid, and their reſpective Succeſſors, to the Intent that the Dividends and yearly Proceed of the ſaid ſeveral Principal Sums may be paid to, and received by, the ſaid ſeveral Rectors, and their Succeſſors, reſpectively, towards their reſpective Maintenance; but not to be transferred, ſold, or diſpoſed of, unleſs for ſuch Purpoſe, and with ſuch Licence and Conſent, as herein after mentioned, expreſſed, provided, and declared; and which ſaid Annuity Stock ſhall, on the Death or Removal of any of the ſaid Rectors, veſt in, and is hereby veſted in, the ſucceeding Rectors reſpectively, and not in the ſaid Rector ſo removed, nor in the Executors or Adminiſtrators of the deceaſed Rector, and ſhall be carried to the Account of ſuch ſucceeding Rectors accordingly in the ſaid Company's Books, for the Purpoſes of this Act.

And it is therefore hereby Enacted, Provided, and Declared, That when and as a proper and convenient Purchaſe or Purchaſes of Lands, Tenements, or Hereditaments, for the Benefit of any of the Rectors of the ſaid Churches reſpectively, can be found, it ſhall and may be lawful to and for the Rectors of the ſaid Churches reſpectively, for the Time being, by and with the Licence of the Biſhop of the Dioceſe, or other Ordinary of the Place for the Time being, to be ſignified in Writing under the Hand and Seal of ſuch Biſhop or Ordinary reſpectively, atteſted by Two credible Witneſſes, to ſell and diſpoſe of the Annuity Stock veſted in each ſuch Rector reſpectively, or any Part thereof, at the current Price.

And it is hereby alſo Enacted and Declared, That the Money ariſing and produced by ſuch Sale and Sales ſhall, from time to time, as and when ſuch Sale or Sales ſhall be made, be received by ſuch Perſon or

Perſons

Perſons as the Biſhop of the Dioceſe, or other Ordinary of the Place, for the Time being, ſhall, by Writing under his Hand and Seal, atteſted as aforeſaid, authorize and appoint; and ſuch Money, as and when the ſame ſhall come in and be received, ſhall be laid out and applied in and for the Payment of the Purchaſe or Conſideration-money for ſuch Lands, Tenements, or Hereditaments, ſo from time to time to be purchaſed; ſuch Purchaſe being firſt approved by ſuch Biſhop, or Ordinary, by Writing under his Hand and Seal, atteſted as aforeſaid: And the ſame Lands, Tenements, or Hereditaments, ſhall, upon every ſuch Purchaſe thereof, reſpectively, be ſettled, conveyed, and aſſured, unto, upon, and to the Uſe of ſuch Rector, for whoſe Benefit the ſame ſhall be purchaſed, reſpectively, and his Succeſſors, for and towards his and their Maintenance for ever: And the ſaid *South Sea* Company is hereby authorized and impowered to permit and allow ſuch Transfers of the ſaid Annuity Stock, ſo belonging to, and veſted in, the ſaid Rectors, reſpectively, or any Part or Parts thereof, to be made with ſuch Licence, Conſent, and Approbation, as aforeſaid; and are hereby declared not to be obliged to ſee to, or be in any-wiſe anſwerable for, the Application of the Monies ariſing by or from any Annuity Stock, ſo transferred as aforeſaid.

And it is hereby further Enacted, by the Authority aforeſaid, That all that Piece or Parcel of Ground purchaſed of *Catherine Fewtrell*, and her Daughter *Catherine Fewtrell*, by Bargain and Sale inrolled, bearing Date the Thirteenth Day of *October* One thouſand Seven hundred and Twenty-ſix, lying near *Golden Lane*, in, or being Part of, a certain Place there, commonly called *Roſe Alley*, or *Roſe Rents*, in the Pariſh of *Saint Giles without Cripplegate*, in the County of *Middleſex*, with the Appurtenances abutting Eaſtward on the Brick-wall of the common Burying-ground of and belonging to the ſaid Pariſh, and containing, from North to South on that Side, One hundred and Thirty-two Feet and Six Inches, little more or leſs, and containing, on the Weſt Side or Part thereof, from North to South, One hundred and Twenty Feet, little more or leſs, abutting on the Weſt partly on Three Tenements, One of them of and belonging to *Jones*, and the Two other of them of and belonging to Doctor *Blomer*, and partly on the Backſide of Houſes and Yards ſtanding and lying between the ſaid Piece or Parcel of Ground and *Golden Lane* aforeſaid; and abutting North on *Roſe Alley* aforeſaid, leading from *Golden Lane* into the Ground and Buildings called *Roſe Rents*, and containing, from Eaſt to Weſt, on the ſaid North Part, One hundred and Eleven Feet, little more or leſs; and containing, on the South, from Eaſt to Weſt, One hundred and Twenty Feet Six Inches, little more or leſs, and abutting on Houſes or Buildings on the North Side of *Playhouſe Yard*; on which ſaid Piece or Parcel of Ground were then ſtanding and being ſeveral Meſſuages or Tenements, in the Tenures or Occupations of ſeveral Perſons in the ſaid Deed mentioned, and particularly deſcribed in the ſaid Deed, and the Plan thereunto annexed: And all that Piece or Parcel of Garden Ground, purchaſed of *Baſtwick Johnſon* and *Mary* his Wife, by Bargain and Sale inrolled, bearing Date the Seventeenth Day of *June* One thouſand Seven hundred and Fifteen, ſituate, lying, and being, in or near *Wapping Marſh* and *Old Gravel Lane*, or One of them, in the Pariſh of *Stepney*, in the County of *Middleſex*, then

or

or late in the Tenure or Occupation of *Samuel Ruſh* junior, Diſtiller, containing, on the South Side, from Eaſt to Weſt, One hundred and Sixty-ſeven Feet; and, on the Weſt Side, from North to South, Four hundred and Eighty-four Feet; and on the North Side, from Eaſt to Weſt, One hundred and Fifty-one Feet and Nine Inches; and on the Eaſt Side, from North to South, Four hundred and Seventy-one Feet Ten Inches, and abutting upon the Common Sewer there on the North Weſt and South Parts; and alſo Two Pieces of Garden Ground lying on the South Eaſt Part of the laſt-mentioned Piece of Ground, and adjoining thereto, heretofore in the Tenure or Occupation of *John Elby* Carpenter, and then or late in the ſeveral Tenures or Occupations of the ſeveral Perſons in the ſaid Deed mentioned, containing together, at the South End, from Eaſt to Weſt, Sixty Feet; and on the Eaſt, from North to South, One hundred and Ten Feet; and at the North End, from Eaſt to Weſt, Sixty Feet; and on the Weſt Side, from North to South, One hundred and Six Feet; and alſo a Way or Paſſage leading to the ſaid Piece or Parcel of Ground, herein before-mentioned to be in the Occupation of the ſaid *Samuel Ruſh*, containing in Breadth Twenty-four Feet, and in Length Sixty Feet; and alſo another Piece of Ground lying on the North Side of the ſaid Way and Paſſage, and adjoining thereto, and to the ſaid Piece of Ground, then or late in the Tenure or Occupation of the ſaid *Samuel Ruſh*, his Under-tenants or Aſſigns, and containing, on the Eaſt Side, from North to South, One hundred and Thirty-ſix Feet; and on the Weſt Side, from North to South, One hundred and Thirty-eight Feet and Six Inches; and at the North and South Ends, from Eaſt to Weſt, Sixty Feet; and alſo ſo much of the Ground lying on the North Eaſt Side of, and adjoining to, the ſaid Piece or Parcel of Ground, as then or late was in the Occupation of *William Mouſe* Butcher, and of a Way and Paſſage leading out of a certain Street there, called *James Street*, as contains, from Eaſt to Weſt, on the North and South Sides, Sixty Feet, and at the Eaſt and Weſt Ends, Twenty-eight Feet; ſo that there might be a free and open and common Way and Paſſage leading out of and from the ſaid Street, called *James Street*, into the ſaid Piece of Ground therein mentioned to have been in the Occupation of the ſaid *Samuel Ruſh*; and which ſaid ſeveral Pieces or Parcels of Ground, with the ſaid Paſſages included, contain, in the Whole, Two Acres and Twenty-four Poles, more or leſs, agreeable to the Plan to the ſaid Deed annexed: And all that Piece or Parcel of Freehold Land or Ground, purchaſed of *Robert Record Haſtings*, and *Elizabeth* his Wife, by Bargain and Sale inrolled, bearing Date the Sixth Day of *January* One thouſand Seven hundred and Fourteen, being Part of the Garden Ground then belonging to the ſaid *Robert Record Haſtings*, ſituate, lying, and being, in the Pariſh of *Saint Paul Shadwell*, in the ſaid County of *Middleſex*, then or late in the Tenure or Occupation of the ſaid *Robert Record Haſtings*, containing the ſeveral Dimenſions, Buttals, and Boundaries, herein after-mentioned; that is to ſay, at the South End, from Eaſt to Weſt, Eighty-ſix Feet, abutting on the Paſſage, Court-yard, and Brick-wall, of the ſaid *Robert Record Haſtings*, formerly Copy-hold, but then made free; and from North to South, on the Weſt Side, Three hundred and Twenty Feet, abutting in Part on *Blew Gate Street*, and in other Part on the Kitchen Garden herein after-mentioned; and, in Breadth, from Eaſt to Weſt, on the North End thereof, abutting on the Back Lane including the ſaid Kitchen Garden, and the Ground on which

the Corner Cottage, One of the Six Cottages herein after-mentioned, ſtands, Two hundred and Seventy-four Feet; and in Length, from North to South, on the East Side abutting on Garden Ground belonging to the Mercers Company, *London*, then or late in the Occupation of Sir *Thomas Chambers*, his Under-tenants or Aſſigns, One hundred and Forty-five Feet; and from East to Weſt, abutting on other Garden Ground of the ſaid *Robert Record Haſtings*, Seventy-ſeven Feet; and then, from North to South, on the East Side abutting on the remaining Garden Ground of the ſaid *Robert Record Haſtings*, One hundred and Seventy-five Feet; and alſo all that other Piece or Parcel of Ground, then uſed by the ſaid *Robert Record Haſtings* for and as a Kitchen Garden, containing in Breadth from East to Weſt, at the South End thereof, One hundred and Four Feet Six Inches; and from North to South, on the Weſt Side, Eighty-five Feet; and on the East Side thereof, from North to South, Eighty-five Feet: And alſo all thoſe Six Meſſuages, or Tenements and Cottages, on Part of the ſaid laſt-mentioned Piece or Parcel of Ground erected and built, with the Yards, Gardens, and Appurtenances thereunto belonging, thentofore lett by *Robert Haſtings*, late Father of the ſaid *Robert Record Haſtings*, deceaſed, to ſome Perſon or Perſons in Truſt for the ſaid Pariſh of *Saint Paul Shadwell*, at the yearly Rent of Twelve Pounds; which ſaid Piece or Parcel of Ground and Premiſes contain, in the Whole, One Acre Twenty-one Perches and Two hundred and Forty Feet, or thereabouts, and are more plainly deſcribed in a Plan to the ſaid Deed annexed: And all that Piece or Parcel of Ground purchaſed of *Stephen Bateman*, and *Heſter* his Wife, by Bargain and Sale inrolled, bearing Date the Eighth Day of *April* One thouſand Seven hundred and Nineteen, being Part of a Piece of Ground, ſometime Paſture Ground, and then converted into Garden Ground, and into ſeveral Streets, or Parts of Streets, of Houſes, called the *Downs*, ſituate and being in the Pariſhes of *Saint Mary Magdalen Bermondſey* and *Redriffe* alias *Rotherhithe*, or One of them, in the County of *Surry*; that is to ſay, One Moiety or Half-part of all that Piece or Parcel of Ground containing One Acre and a Half and Fifteen Poles, little more or leſs, and containing, on the North Part thereof, from East to Weſt, fronting a croſs Street or Road, leading from *Cherry Garden Street* to the *Blue Anchor* Alehouſe on the High Road, Two hundred and Fifty-ſeven Feet; and containing, on the Weſt Part thereof, from North to South, abutting all along on the East Side of the Ditch there, lying between the ſaid Piece or Parcel of Ground and the Way there leading to Lands theretofore in the Tenure of *Matthew Roofe*, Two hundred and Sixty-ſeven Feet, more or leſs; and containing, on the South Side thereof, from East to Weſt, abutting all along on a Ditch there, and Lands theretofore in the Tenure of the ſaid *Matthew Roofe*, One hundred and Ninety-two Feet; and containing, on the East Side, from South to North to a Break, Two hundred Feet, more or leſs, and, returning Eaſtward, Thirty-ſix Feet, and from thence running from South to North, Eighty-two Feet, more or leſs; which Piece or Parcel of Ground is particularly deſcribed in a Plan to the ſaid Deed annexed; and alſo all that other Moiety or Half Part of the ſaid Piece or Parcel of Ground laſt-mentioned, purchaſed by the ſaid Commiſſioners, and which have been in their Poſſeſſion ever ſince the Year One thouſand Seven hundred and Nineteen; and all Edifices, Buildings,

Walls,

Walls, Hedges, Ditches, Mounds, Fences, Ways, Waters, Watercourſes, Wydraughts, Privileges, Commodities, and Appurtenances whatſoever, to the ſaid ſeveral Pieces or Parcels of Ground, Tenements, Hereditaments, and Premiſes, herein before mentioned and deſcribed, belonging or in any-wiſe appertaining, or therewith or with any Part thereof uſed, held, occupied, or enjoyed, or accepted, reputed, taken, or known, as Part, Parcel, or Member thereof; and the Reverſion and Reverſions, Remainder and Remainders, Rents, Iſſues, and Profits, of all and ſingular the ſame Premiſes, ſhall, from and after the Twenty-fifth Day of *March* One thouſand Seven hundred and Fifty-eight, be ſettled upon, and veſted in, and the ſame are hereby from thenceforth ſettled upon, and veſted in, *Edward Sleech* and *William Speer*, Gentlemen, their Heirs and Aſſigns, to the Uſe of them the ſaid *Edward Sleech* and *William Speer*, their Heirs and Aſſigns for ever, freed and diſcharged, and abſolutely acquitted, exonerated, and indemnified, of, from, and againſt, all Eſtates, Right, Title, Intereſt, Claims, and Demands, of the ſaid Commiſſioners for building Fifty new Churches, and their Succeſſors, every or any of them; upon Truſt, nevertheleſs, and to the Intent, that they the ſaid *Edward Sleech* and *William Speer*, or the Survivor of them, or the Heirs of ſuch Survivor, do and ſhall, with all convenient Speed, ſell and diſpoſe of the ſame Pieces or Parcels of Ground, Lands, Tenements, Hereditaments, and Premiſes, in them veſted and ſettled by this Act, unto ſuch Perſon or Perſons as ſhall be willing to become Purchaſer or Purchaſers thereof, or of any Part thereof, for the moſt Money and beſt Price and Prices that the ſaid Truſtees for the Time being can get for the ſame; and ſhall and do apply and diſpoſe of the Money ariſing by ſuch Sale or Sales in Manner, and for the Purpoſes herein after-mentioned; that is to ſay, In the Firſt place, for repaying and defraying the Charges and Expences attending the Execution of the Truſts under the ſaid late Commiſſioners, and the obtaining this preſent Act; and ſhall and do lay out and apply the Reſidue and Surplus of the Money ariſing by ſuch Sale or Sales in the Purchaſe of *South-Sea* Annuities, for the Benefit of the Rectors of the Churches of *Saint Mary le Strand Saint John the Evangeliſt*, *Chriſt Church Middleſex*, *Saint George Middleſex*, *Saint Mary Stratford Bow*, *Saint Paul's Deptford*, *Saint George Bloomsbury*, and *Saint John's Horſleydown*, reſpectively; and ſhall and do transfer the ſaid Annuity Stock ſo to be purchaſed, or cauſe the ſame to be transferred, unto the ſaid Rectors reſpectively for the Time being, in ſuch Parts, Shares, and Proportions, as the ſeveral Sums ſo allotted and appointed out of the ſaid Fund or Sum of Three hundred and Sixty thouſand Pounds, for and as the Shares and Intereſts of the Rectors of the ſaid Churches reſpectively do bear to the Sum of Twenty-four thouſand Five hundred Pounds, the total Amount of the Sum ſo allotted and appointed for that Purpoſe.

And it is hereby further Enacted and Declared, That the ſaid ſeveral Quantities and Proportions of the ſaid *South-Sea* Annuities herein laſt before directed to be transferred to the ſaid reſpective Rectors, as aforeſaid, ſhall be held by and veſted in them and their Succeſſors reſpectively, for ſuch and the ſame Purpoſes, and ſubject to the ſame Powers, Proviſoes, and Reſtrictions, as in and by this Act are mentioned, provided, declared, and appointed, of and concerning the ſeveral Quantities or Parcels of *South-*

Sea

Sea Annuity Stock hereby first directed and enacted to be transferred to the said Rectors respectively.

Saving always to the KING's most Excellent MAJESTY, his Heirs and Successors, and all Bodies Politick and Corporate, and all other Person and Persons (Except the said Commissioners named for building the said Fifty new Churches, and their Successors); All such Estate, Right, Title, and Interest, as they, every or any of them, hath or have to the said several Pieces of Ground so purchased for the said Four Sites as aforesaid, before the passing this Act, or could or might have had in case this Act had not been made.

An ACT *for Transferring certain South Sea Annuities, standing in the Name of the late Treasurer to the Commissioners for Building Fifty New Churches, unto the respective Rectors of Eight of those Churches; and for Vesting certain Sites for Churches purchased by the said Commissioners, in Trustees, in order to sell the same, for the Purposes therein mentioned.*

16

31st George 2d c3.

An ACT *to Enable* George Amyand *and* John Anthony Rucker, *of* London, *Merchants, Agents for the* Embden East India *Company, to Sell and Diſpoſe of the Cargo of the Ship the* Prince Ferdinand of Pruſſia *to the United Company of Merchants of* England *trading to the* East Indies; *and to Enable the ſaid United Company to Purchaſe, Land, Sell and Diſpoſe of, the ſame, or any Part thereof; and to Impower the ſaid* George Amyand *and* John Anthony Rucker *to make Inſurances upon the ſaid Ship and Cargo.*

WHereas in the Month of *September* laſt, the *Prince Ferdinand of Pruſſia*, One of the Ships of the *Eaſt-India* Company of *Embden* in *Germany*, bound from *China* to *Embden* aforeſaid, arrived at *Plymouth*, where ſhe was obliged to remain till ſhe could be properly diſpoſed of (*Embden*, the Place of her Deſtination, being then in the Poſſeſſion of an Enemy); nor could ſhe, with Safety,

Safety, go into any other Port in his *Pruſſian* Majeſty's Dominions;

And Whereas the Directors of the ſaid Company, being ſo circumſtanced, were deſirous to ſell the Cargo in *Great Britain*, as ſoon as conveniently could be, and appointed *George Amyand*, and *John Anthony Rucker*, of *London*, Merchants, their Agents for that Purpoſe; who have accordingly contracted with the United Company of Merchants of *England* trading to the *Eaſt Indies*, for the Sale of the ſame, or the greateſt Part thereof:

And Whereas, the ſaid Ship muſt be brought from *Plymouth* to the Port of *London*, previous to which it may be requiſite to make proper Inſurances upon the ſaid Ship and Cargo; **But**, as the Law now ſtands, the ſaid Contract cannot be completed, or carried into Execution, nor the neceſſary Inſurances made upon the ſaid Ship and Cargo, without the Aid and Authority of Parliament;

BRITISH MUSEUM

May it therefore pleaſe Your moſt Excellent MAJESTY,

That it may be **Enacted**; **And be it Enacted**, by the KING's moſt Excellent MAJESTY, by and with the Advice and Conſent of the Lords Spiritual and Temporal, and Commons, in this preſent Parliament aſſembled, and by the Authority of the ſame, That it ſhall and may be lawful to and for the ſaid *George Amyand* and *John Anthony Rucker*, to cauſe the ſaid Ship *Prince Ferdinand of Pruſſia*, with her Cargo, to be brought from the Port of *Plymouth* to the Port of *London*, and to ſell and diſpoſe of the ſaid Cargo, or any Part thereof, to the United Company of Merchants of *England* trading to the *Eaſt Indies*, agreeable to, and in conſequence of, the before-mentioned Contract: And that

that it may be lawful to and for the ſaid Company to purchaſe all or any Part of the ſaid Cargo, and to land, ſell, and diſpoſe of, the ſame in like manner, and under and ſubject to the ſame Duties, Conditions, Regulations, Penalties, and Forfeitures, in every Reſpect whatſoever, as if the ſeveral Species of Goods ſo purchaſed had been imported by the ſaid United Company directly from the *Eaſt Indies*.

Provided always, That all ſuch Goods belonging to the Captain, Supercargoes, Officers, and Company, of the ſaid Ship the *Prince Ferdinand of Pruſſia*, and other Goods, Part of the Cargo of the ſaid Ship, which the ſaid United Company may not chuſe to purchaſe, ſhall be landed, and depoſited in Warehouſes, under the Cuſtody of the proper Officers of his Majeſty's Cuſtoms, in order to be exported to foreign Parts in any Ship or Ships whatſoever, under ſuch Regulations as any ſuch Kind of Goods are by Law directed to be exported.

And be it further Enacted, by the Authority aforeſaid, That it ſhall and may be lawful to and for the ſaid *George Amyand* and *John Anthony Rucker* to make ſuch Inſurances from time to time upon the ſaid Ship and Cargo, as ſhall be thought requiſite and neceſſary; any Law, Statute, Ordinance, or other Matter or Thing, to the contrary in any-wiſe notwithſtanding.

An ACT to Enable George Amyand and John Anthony Rucker, of London, Merchants, Agents for the Emden East India Company, to Sell and Dispose of the Cargo of the Ship the Prince Ferdinand of Prussia to the United Company of Merchants of England trading to the East Indies; and to Enable the said United Company to Purchase, Land, Sell and Dispose of the same, or any Part thereof; and to Impower the said George Amyand and John Anthony Rucker to make Insurances upon the said Ship and Cargo.

Vide 2 pb, 356

Gt Brit. - George II

358 b 4 2

No 4



31 Geo: II. c. 4

An Act to enable Mary Woollet Spr notwithstanding her Infancy upon her marriage with Rob: Mead Wilmot Esq to settle her Estate in Kent & two Sets Sums of 2000 £ & 300 £ pursuant to Articles



Whereas by Indentures of Leaſe and Releaſe, bearing Date reſpectively the Thirtieth Day of *April* and Firſt Day of *May* One thouſand Seven hundred and Forty, the Releaſe being Tripartite, and made between *Sarah Mercer* and *Edward Woollett*, Gentleman, of the Firſt Part; *Mary Fiſher*, by her then Name of *Mary Roberts*, of the Second Part; and *Samuel Tyſſen* Eſquire, and *Thomas Baſſett*, Gentleman, of the Third Part; in Conſideration of the Marriage then intended between the ſaid *Edward Woollett* and *Mary Roberts*, the ſaid *Sarah Mercer* and *Edward Woollett* did grant and convey unto the ſaid *Samuel Tyſſen* and *Thomas Baſſett*, and their Heirs, all that Meſſuage, Farm, or Tenement, with the Lands and Appurtenances thereto belonging, containing Eighteen Acres, or thereabouts, ſituate and being at *Marden*, in the ſaid County of *Kent*, then in the Poſſeſſion of the ſaid *Sarah Mercer*; and alſo all that other Meſſuage or Tenement, with the Appurtenances, and a Plat of Land then lately incloſed, ſituate in *Marden* aforeſaid, then in the Poſſeſſion of *Thomas Day*, his Aſſigns or Under-tenants; to hold the ſame unto the ſaid *Samuel Tyſſen* and *Thomas Baſſett*, and their Heirs, to the Uſe of the ſaid *Sarah Mercer*, for her Life, without Impeachment of Waſte, except voluntary Waſte; Remainder to the ſaid *Edward Woollett*, for his Life, without Impeachment of Waſte, except voluntary Waſte; Remainder to the ſaid *Samuel Tyſſen* and *Thomas Baſſett*, and their Heirs, in Truſt, to preſerve the contingent Remainders; Remainder to the ſaid *Mary Fiſher*, then *Mary Roberts*, for her Life, without Impeachment of Waſte, except voluntary Waſte; Remainder to the Firſt and other Sons of

 the

the Body of the ſaid *Edward Woollett*, on the Body of the ſaid *Mary Fiſher* to be begotten, and the Heirs of their Bodies reſpectively, to take ſeverally and ſucceſſively, and in Remainder one after another, according to their Seniority of Age and Priority of Birth, the elder of ſuch Sons, and the Heirs of his Body, being to be preferred and to take before the younger of the ſaid Sons, and the Heirs of his Body; and, for Default of ſuch Iſſue, to the Uſe of all the Daughters of the ſaid *Edward Woollett*, on the Body of the ſaid *Mary* to be begotten, equally to be divided between them, if more than One, to take as Tenants in common, and not as joint Tenants, and of the Heirs of the Body and Bodies of ſuch Daughter and Daughters; and if One or more of ſuch Daughters ſhould die without Iſſue, then her or their Share or Shares to go to the Uſe of the Survivors, as Tenants in common, and the Heirs of their Bodies; and if all ſuch Daughters but One ſhould die without Iſſue, or if there ſhould be but One ſuch Daughter, then to the Uſe of ſuch only Daughter, and the Heirs of her Body; and, in Default of ſuch Iſſue, to the Uſe of the ſaid *Edward Woollett*, and his Heirs:

And whereas by Indentures of Leaſe and Releaſe, bearing Date reſpectively the Sixth and Seventh Days of *May* in the Year One thouſand Seven hundred and Forty, the Releaſe being Tripartite, and made between the ſaid *Edward Woollett*, of the Firſt Part; the ſaid *Samuel Tyſſen* and *Thomas Baſſett*, of the Second Part; and the ſaid *Mary Fiſher*, by her then Name of *Mary Roberts*, of the Third Part; the ſaid *Edward Woollett*, in Conſideration of the ſaid Marriage then intended between him and the ſaid *Mary Fiſher*, did grant and convey to the ſaid *Samuel Tyſſen* and *Thomas Baſſett*, and their Heirs, all that Meſſuage, Tenement, and Farm, with the Appurtenances thereto belonging, and Fourteen ſeveral Pieces or Parcels of Land, Meadow, Paſture, and Wood thereto belonging, containing Seventy Acres, or thereabouts, ſituate in the Borough of *Hoad*, in the Pariſhes of *Reculver* and *Chiſlett*, or One of them, in the County of *Kent*, then in the Poſſeſſion of *William Chandler*; and alſo One other Meſſuage or Tenement, and Six (formerly Seven) ſeveral Pieces or Parcels of Land thereunto belonging, containing Thirty-two Acres, or thereabouts, lying near *Ford*, in the Pariſh of *Hearn*, in the ſaid County of *Kent*, and in the Borough of *Hoad*, otherwiſe *Hoath*, in the ſaid Pariſh of *Reculver*, formerly in the Poſſeſſion of *Thomas Harriſon*; and alſo all thoſe Two Meſſuages (formerly One Meſſuage) ſituate at *Weſt Malling*, in the ſaid County of *Kent*, then or late in the Poſſeſſion of *Robert Hubbard* and *Batchelor*; and likewiſe all that Oaſt-houſe, and Plat or Parcel of Land, Two Orchards, and Two Acres of Hop-ground, with their Appurtenances, ſituate in *Weſt Malling* aforeſaid, then in the Poſſeſſion of the ſaid *Edward Woollett*; and alſo all thoſe Two Meſſuages (formerly One Meſſuage) with the Stable and Two Gardens thereto belonging, ſituate in *Feverſham*, in the ſaid County of *Kent*, in a certain Street there called the *North Street*, otherwiſe *Court Street*, on the Weſt Side thereof then or late in the Poſſeſſion of *Eaſley* and to hold the ſame unto the ſaid *Samuel Tyſſen* and *Thomas Baſſett*, and their Heirs, to the Uſe of the ſaid *Edward Woollett*, for his Life, without Impeachment of Waſte, except voluntary Waſte; Remainder to the ſaid *Mary Fiſher*, then *Mary Roberts*, for her Life, without Impeachment of Waſte, except voluntary Waſte; Remainder to the ſaid laſt-named Truſtees, and their Heirs, during the Lives of the ſaid *Edward Woollett* and *Mary Fiſher*, to ſupport contingent Remainders; Remainder to the Firſt and other Sons of the Body of the ſaid *Edward Woollett*, on the Body of the ſaid *Mary Fiſher* to be begotten, and the Heirs of their Bodies reſpectively, to take ſeverally and ſucceſſively, and in Remainder one after another, according to their Seniority of Age and Priority of Birth, the elder

elder of ſuch Sons, and the Heirs of his Body, to be preferred and to take before the younger of ſuch Sons, and the Heirs of his Body; and, for Default of ſuch Iſſue, to the Uſe of all the Daughters of the ſaid *Edward Woollett*, on the Body of the ſaid *Mary* to be begotten, equally to be divided between them if more than One, to take as Tenants in common, and not as joint Tenants, and the Heirs of the Body and Bodies of ſuch Daughter and Daughters; and if One or more of ſuch Daughters ſhould die without Iſſue, then her or their Share or Shares to go to the Uſe of the Survivors, as Tenants in common, and the Heirs of their Bodies; and if all ſuch Daughters but One ſhould die without Iſſue, or there ſhould be but One ſuch Daughter, then to the Uſe of ſuch only Daughter, and the Heirs of her Body; and, in Default of ſuch Iſſue, to the Uſe of the ſaid *Edward* and *Mary*, their Heirs and Aſſigns for ever:

And whereas by other Indentures of Leaſe and Releaſe, alſo bearing Date reſpectively the Sixth and Seventh Days of *May* in the ſaid Year One thouſand Seven hundred and Forty, the Releaſe being Tripartite, and made between the ſaid *Mary Fiſher*, by her then Name of *Mary Roberts*, of the Firſt Part; the ſaid *Edward Woollett*, of the Second Part; and the ſaid *Samuel Tyſſen* and *Thomas Baſſett*, of the Third Part; reciting as therein is recited; the ſaid *Mary Fiſher*, then *Mary Roberts*, in Conſideration of the ſaid Marriage then intended between her and the ſaid *Edward Woollett*, did grant and convey unto the ſaid *Samuel Tyſſen* and *Thomas Baſſett*, and their Heirs, all that Meſſuage, Farm, and Tenement, called *New Houſe Farm*, containing Eighty-two Acres, or thereabouts, ſituate in the Pariſh of *Thannington*, in the ſaid County of *Kent*, and then or late in the Poſſeſſion of *Edward Gurney*; and all thoſe Eleven ſeveral Meſſuages or Tenements, Five Croſts, Coach-houſes, Gardens, and Orchards, with the Appurtenances thereto belonging, ſituate and being in the Pariſh of *All Saints*, in the City of *Canterbury*, then or late in the Poſſeſſion of *William Roberts*, *William Cobham*, *Henry Davy*, the Widow *Porter*, the Widow *Elliot*, *Edward Barrett*, *Thomas Burney*, the Widow *Hambrook*, the Widow *Rolph*, *Joſeph Paren*, *George Auſtin*, and and alſo all thoſe Four other Meſſuages or Tenements, with the Appurtenances thereto belonging, ſituate in a Street called *Burgate*, in the Pariſh of *Saint Mary Magdalen*, in the ſaid City of *Canterbury*, then or late in the Poſſeſſion of *Richard Admon*, *Thomas Admon*, *William Drayſon*, and *John Adams*, to hold the ſame to the ſaid *Samuel Tyſſen* and *Thomas Baſſett*, and their Heirs, to the following Uſes; that is to ſay, To the Uſe of the ſaid *Edward Woollett*, for his Life, without Impeachment of Waſte, except voluntary Waſte; Remainder to the ſaid *Mary Fiſher*, then *Mary Roberts*, for her Life, without Impeachment of Waſte, except voluntary Waſte; Remainder to the ſaid Truſtees, to ſupport contingent Remainders; Remainder to all or any One or more of the Sons and Daughters of that Marriage, who ſhould be living at the Death of the Survivor of them the ſaid *Edward* and *Mary*, and of all or any the Child and Children of ſuch Son or Sons, Daughter or Daughters, in caſe any of them ſhould be then dead; leaving Iſſue living at the time of the Death of the Survivor of them the ſaid *Edward* and *Mary*, in ſuch Shares and Proportions, and for ſuch Eſtate and Eſtates, as the ſaid *Edward* and *Mary*, during their joint Lives, or as the Survivor of them, ſhould by any Deed, or as the Survivor, by Will, ſhould direct and appoint; and, in Default of ſuch Appointment, to the Uſe of all the Sons and Daughters of that Marriage, equally to be divided if more than One, to take as Tenants in common, and of the ſeveral Heirs of their Bodies; and if One or more ſhould die without Iſſue, then, as to the Shares of ſuch ſo dying, to the Uſe of the Survivors, as Tenants in common, and of the Heirs of the Bodies of ſuch Survivors; and if all but One ſhould die without Iſſue,

Iſſue, or there ſhould be but One Son or One Daughter, then to the Uſe of ſuch only Son or ſuch only Daughter, and the Heirs of his or her Body iſſuing; and, for Default of ſuch Iſſue, to ſuch Uſes as the ſaid *Mary*, notwithſtanding her Coverture, or after the Deceaſe of the ſaid *Edward*, in caſe ſhe ſhould ſurvive, by any Deed, or by her Will, ſhould direct or appoint; and, in Default of ſuch Appointment, then to the Uſe of the ſaid *Mary*, her Heirs and Aſſigns for ever: And the ſaid *Mary Fiſher*, then *Mary Roberts*, did thereby aſſign and ſet over unto the ſaid *Samuel Tyſſon* and *Thomas Baſſett*, their Executors, Adminiſtrators, and Aſſigns, the Two ſeveral Sums of Two thouſand Pounds and Three hundred Pounds therein mentioned, to hold the ſame upon the like Uſes, Truſts, Powers, and Appointments, as the Lands thereby granted and releaſed: And it was thereby declared, That the ſaid Truſtees might call in the ſame Sums of Two thouſand Pounds and Three hundred Pounds, and purchaſe Lands therewith, to be ſettled to the like Uſes as are thereby declared touching the Lands and Hereditaments thereby granted and releaſed.

And whereas the Marriage between the ſaid *Edward Woollett* and *Mary Roberts* (now *Mary Fiſher*) was ſoon after ſolemnized; and they had Iſſue only Two Daughters, that is to ſay, the ſaid *Mary Woollett* and *Elizabeth Jane Woollett*; and the ſaid *Edward Woollet* died on or about the Second Day of *September* in the Year One thouſand Seven hundred and Forty-five:

And whereas *William Roberts*, late of *Harbledown*, in the ſaid County of *Kent*, Eſquire, by his laſt Will and Teſtament in Writing, bearing Date the Thirteenth Day of *March* One thouſand Seven hundred and Forty-five, did (amongſt other things) give and deviſe his Manor, capital Meſſuage, and Farm, of *Hall Court* and *Beverley*, in the County of *Kent*, with the ſeveral Buildings, Farms, Lands, and Hereditaments, thereto belonging; and all his Meſſuages, Houſes, Buildings, Farms, Lands, Tenements, Hop Grounds, Woods, Underwoods, Hereditaments, and real Eſtate whatſoever, ſituate in the Pariſhes of *Harbledown* and *Saint Dunſtan's*, in the County of *Kent*, then or then late in the ſeveral Tenures or Occupations of himſelf, and of *George Elliott*, Eſquire, *William Maſters*, *John Roberts*, *Peter Harnett*, *John Amis*, *Edward Cooter*, *John Homerſham*, *Thomas Luckett*, *John Sanders*, and *Richard Pay*; and alſo his ſeveral Meſſuages, Farms, Lands, Tenements, Hereditaments, and real Eſtate whatſoever, in or near the Pariſh of *Sea Salter*, in the County of *Kent*, then or then late in the Occupation of *John Toker* and *Adam Harris*; and all his real Eſtate at *Sturry* and *Broad Oak*, in or near the Pariſh of *Sturry*, in the ſaid County of *Kent*, then or then late in the Occupation of *John Lott* and *Richard Gibbs*; and all other his Manors, Meſſuages, Lands, Farms, Tenements, Hereditaments, and real Eſtate whatſoever, ſituate in in the ſaid Pariſhes of *Harbledown*, *Saint Dunſtan's*, *Sea Salter*, and *Sturry*, or One of them, in the ſaid County of *Kent*, with the Appurtenances thereto belonging, to his Siſter the ſaid *Mary Fiſher* (by her then Name of *Mary Woollet*) for her Life; Remainder to *John Denew* and *Edward Roberts*, therein named, and their Heirs, during her Life, to preſerve contingent Remainders; and after her Deceaſe, as to One undivided Moiety or Half-part thereof, to the Uſe of his Niece the ſaid *Mary Woollett*, and the Heirs of her Body lawfully iſſuing; and, in Default of ſuch Iſſue, to the Uſe of his Niece the ſaid *Elizabeth Jane Woollett*, and the Heirs of her Body lawfully iſſuing; and, for want of ſuch Iſſue, to the Uſe of the Heirs of the Body of the ſaid *Mary Fiſher* (then *Mary Woollett*), with ſeveral other Remainders over; and as to the other undivided Moiety, or Half-part thereof, to the Uſe of his ſaid Niece *Elizabeth Jane Woollett*, and the Heirs of her Body lawfully iſſuing; and, in Default of ſuch Iſſue, to the Uſe of

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his ſaid Niece *Mary Woollett*, and the Heirs of her Body lawfully iſſuing; and, in Default of ſuch Iſſue, to the Uſe of the Heirs of the Body of the ſaid *Mary Fiſher* (then *Mary Woollett*); with other Remainders over:

And whereas the ſaid *William Roberts* died without altering or revoking his ſaid Will, and the ſaid *Elizabeth Jane Woollett* departed this Life on or about the Seventh Day of *June* in the Year One thouſand Seven hundred and Forty-ſix, without Iſſue; and the ſaid *Mary Woollett*, the Widow of the ſaid *Edward Woollett*, intermarried with the ſaid *Thomas Fiſher*:

And whereas by Articles of Agreement indented, bearing Date the Fourteenth Day of *January* in the Year One thouſand Seven hundred and Fifty-eight, and made, or mentioned to be made, between *Edward Wilmot*, Doctor in Phyſick, and *Robert Mead Wilmot*, his only Son and Heir apparent, of the Firſt Part; the ſaid *Thomas Fiſher*, and *Mary* his Wife, and the ſaid *Mary Woollett*, of the Second Part; and Sir *John Eardley Wilmot*, Knight, One of the Juſtices of his Majeſty's Court of King's Bench, *Henry Wilmot*, Eſquire, *William Tyſſen*, Eſquire, and *Thomas Fiſher*, Surgeon, of the Third Part; in Conſideration of the Settlement thereby agreed to be executed by the ſaid *Edward Wilmot* of divers Meſſuages, Lands, and Hereditaments, belonging to him the ſaid *Edward Wilmot*, and of ſeveral other Proviſions thereby agreed to be made by him for his ſaid Son, the ſaid *Mary Woollett*, and the Iſſue of the ſaid intended Marriage, the ſaid *Mary Woollett*, with the Privity and Conſent of the ſaid *Thomas Fiſher*, and *Mary* his Wife, covenanted and agreed, that the ſaid Meſſuages, Lands, and Hereditaments, to which the ſaid *Mary Woollett* is ſo intitled under or by virtue of the ſaid herein before-recited Indentures, and the aforeſaid Deviſe contained in the ſaid Will of the ſaid *William Roberts*, and all her Eſtate and Intereſt therein, whether in Poſſeſſion, Reverſion, Remainder, or Expectancy; and alſo the ſaid Two ſeveral Sums of Two thouſand Pounds and Three hundred Pounds, and the Lands, Tenements, and Hereditaments, to be purchaſed therewith, ſhould be ſettled, conveyed, and aſſured, to the ſeveral Uſes, upon the ſeveral Truſts, for the ſeveral Intents and Purpoſes, and under and ſubject to the ſeveral Powers, Proviſoes, Limitations, and Agreements, by the ſaid Articles agreed to be limited and declared touching and concerning the ſame:

And whereas the ſaid *Thomas Fiſher*, and *Mary* his Wife, have conſented to, and do approve of, the ſaid Marriage to be had between the ſaid *Robert Mead Wilmot* and the ſaid *Mary Woollet*; But the ſaid Articles of Agreement, though greatly for the Benefit and Advantage of the ſaid *Mary Woollett*, cannot, by reaſon of her Infancy, be carried into Execution, without the Aid and Authority of Parliament;

Therefore the ſaid *Thomas Fiſher*, and *Mary* his Wife, and *Mary Woollett*, your MAJESTY's moſt dutiful and loyal Subjects,

Moſt humbly Beſeech Your moſt Excellent MAJESTY,

That it may be Enacted; And be it Enacted, by the KING's moſt Excellent MAJESTY, by and with the Advice and Conſent of the Lords Spiritual and Temporal, and Commons, in this preſent Parliament aſſembled, and by the Authority of the ſame, That it ſhall and may be lawful to and for the ſaid *Mary Woollett*, and ſhe is hereby enabled and impowered (notwithſtanding her being under the Age of Twenty-one Years), either before or after her Marriage with the ſaid *Robert Mead Wilmot*, by any Deed or Deeds, Conveyance or Conveyances,

ances, or by any Aſſurance in the Law, to be ſigned, ſealed, and delivered, by the ſaid *Mary Woollett*, with the Conſent and Approbation of the ſaid *Thomas Fiſher*, and *Mary* his Wife, or the Survivor of them (if they, or either of them, ſhould be alive at the Time of the Execution of ſuch Deed or Deeds, Conveyance or Conveyances, or other Aſſurance in the Law; and if they ſhall be both then dead, of the proper Authority of her the ſaid *Mary Woollett*, and without the Conſent or Approbation of any other Perſon whatſoever) to grant, ſettle, convey, and aſſure, the ſaid ſeveral herein before-mentioned Meſſuages, Lands, Tenements, Hereditaments, and Premiſes, compriſed in the ſaid ſeveral herein before-recited Indentures, and deviſed by the ſaid Will of the ſaid *William Roberts*, as aforeſaid, with their and every of their Rights, Members, and Appurtenances, and all her Eſtate, Right, Title, Intereſt, Property, Claim, and Demand, in and to the ſame, and every Part and Parcel thereof; and alſo to aſſign the ſaid Two ſeveral Sums of Two thouſand Pounds and Three hundred Pounds, to the ſeveral Uſes, upon the ſeveral Truſts, for the ſeveral Intents and Purpoſes, and under and ſubject to the ſeveral Powers, Proviſoes, Limitations, and Agreements, by the ſaid herein before-recited Articles, bearing Date the Fourteenth Day of *January* in the Year One thouſand Seven hundred and Fifty-eight, agreed to be limited, expreſſed, and declared, touching and concerning the ſame; and by ſuch Deed or Deeds, Conveyance or Conveyances, Aſſurance or Aſſurances in the Law, to enter into all Covenants and Agreements uſually inſerted in Deeds or Conveyances of that Kind.

And be it further Enacted, by the Authority aforeſaid, That ſuch Deed or Deeds, Conveyance or Conveyances, and Aſſurance or Aſſurances, ſo to be made and executed by the ſaid *Mary Woollett*, and all the Covenants and Agreements therein to be contained, ſhall (notwithſtanding the Minority of the ſaid *Mary Woollett*) be as good, valid, and effectual in the Law, to all Intents and Purpoſes whatſoever, as if the ſaid *Mary Woollett* were of the full Age of Twenty-one Years at the Time of her making or executing the ſame; and as good, valid, proper, and effectual, for barring and deſtroying all Eſtates Tail now veſted in the ſaid *Mary Woollett*, as if a Fine or Fines, and all proper and neceſſary Deeds and Conveyances for declaring the Uſe or Uſes of ſuch Fine or Fines were levied and executed by the ſaid *Mary Woollett* being of the Age of Twenty-one Years, and as if the ſaid Two ſeveral Sums of Two thouſand Pounds and Three hundred Pounds had been actually laid out in the Purchaſe of Lands or Hereditaments, in purſuance of the Truſts declared concerning the ſame, as aforeſaid, and the ſaid *Mary Woollett*, being of the full Age of Twenty-one Years, had levied a Fine thereof.

And it is hereby alſo Enacted and Declared, That, from and immediately after the Execution of ſuch Deed or Deeds, Conveyance or Conveyances, or other Aſſurances, by the ſaid *Mary Woollett*, as aforeſaid, all and ſingular the ſaid Meſſuages, Lands, Tenements, and Hereditaments, compriſed in the ſaid ſeveral herein before-recited Indentures of Leaſe and Releaſe, and deviſed by the ſaid Will of the ſaid *William Roberts*, as aforeſaid, and every Part and Parcel thereof, with their and every of their Rights, Members, and Appurtenances, and the ſaid Two ſeveral Sums of Two thouſand Pounds and Three hundred Pounds, and the Lands and Hereditaments to be purchaſed therewith, ſhall remain, continue, and be, to the ſeveral Uſes, upon the ſeveral Truſts, for the ſeveral Intents and Purpoſes, and under and ſubject to the ſeveral Powers, Proviſoes, Limitations, and Agreements, to be limited, expreſſed, and declared touching and concerning the ſame, in and by ſuch Deed or Deeds, Conveyance or Conveyances, or other Aſſurance in the Law, to be executed by the ſaid *Mary Woollett*, as aforeſaid (but nevertheleſs ſubject, and without Prejudice, to the Eſtate for Life of the ſaid

Mary

Mary Fiſher in the ſame) freed, exempted, and abſolutely acquitted and diſcharged of and from the ſeveral Eſtates Tail limited and created by the ſaid ſeveral herein before-recited Indentures of Releaſe, and the Reverſion and Fee thereby limited to the ſaid *Edward Woollet*, his Heirs and Aſſigns, and of and from the Eſtate Tail limited to the ſaid *Mary Woollett* by the ſaid Will of the ſaid *William Roberts*; and likewiſe of and from all Claims and Demands of the Heirs of the Body of the ſaid *Mary Woollett* lawfully iſſuing, and of her Heirs and Aſſigns.

Provided always, That nothing herein contained ſhall prejudice, affect, defeat, annul, make void, or deſtroy, the Eſtate for Life by the ſaid herein before-recited Indentures of Releaſe, and the ſaid Will of the ſaid *William Roberts*, limited, granted, deviſed, or given, to the ſaid *Mary Fiſher*, or any of the Remainders, Uſes, Eſtates, or Limitations, by the ſaid Will of the ſaid *William Roberts* given, deviſed, or limited, ſubſequent to or after the Eſtate Tail thereby given to the ſaid *Mary Woollet*, as aforeſaid.

Saving unto the KING's moſt Excellent MAJESTY, his Heirs and Succeſſors, and to all and every other Perſon and Perſons, Bodies Politick and Corporate, their reſpective Heirs, Executors, Adminiſtrators, and Succeſſors (Other than and except the ſaid *Mary Woollett* the Infant, and the Heirs of her Body iſſuing, and alſo her Heirs and Aſſigns) All ſuch Eſtate, Right, Title, Intereſt, Claim, and Demand whatſoever, both at Law and in Equity, of, in, to, and out of, the ſaid Meſſuages, Lands, Tenements, Hereditaments, and Premiſes, compriſed in the ſaid ſeveral herein before-recited Indentures, and deviſed by the Will of the ſaid *William Roberts*, as aforeſaid, and in and to the ſaid Two ſeveral Sums of Two thouſand Pounds and Three hundred Pounds, as they, every, or any of them, had before the Paſſing of this Act, or could or might have had, enjoyed, or been intitled to, in caſe this Act had not been made.

An ACT *to Enable* Mary Woollett, *Spinster (notwithstanding her Infancy) upon her Marriage with* Robert Mead Wilmot, *Esquire, to settle and convey her Estate and Interest in certain Messuages, Lands, and Hereditaments, in the County of* Kent, *and in Two several Sums of Two thousand Pounds and Three hundred Pounds, to the Uses in certain Articles of Agreement mentioned.*

K. Great Brit. George II
358. L. 3
2

No 5

21 Geo. II c. 5

3

An ACT *to Diſſolve the Marriage of* Godfrey Wentworth, *Eſquire, with* Dorothea Pilkington *his now Wife, and to enable him to marry again; and for other Purpoſes therein mentioned.*

HUMBLY Sheweth and Complaineth to Your moſt Excellent MAJESTY, your true and faithful Subject *Godfrey Wentworth*, of *Hickleton* in the County of *York*, Eſquire, That on or about the Fourth Day of *March* One thouſand Seven hundred and Twenty-ſeven, your ſaid Subject intermarried with *Dorothea Pilkington*, Spinſter; and that they lived and cohabited together as Man and Wife for ſeveral Years; and during ſuch Cohabitation had Six Children, Four of whom died unmarried; and Two, who are Daughters, are now living, and under the Care and Protection of your ſaid Subject:

THAT previous to, and in Conſideration of, the ſaid Marriage, and of the Sum of Two thouſand Five hundred Pounds, and upwards, which your Subject was to receive as the Marriage-Portion of the ſaid *Dorothea*, your Subject did, by Indenture, made on or about the Second Day of *March* One thouſand Seven hundred and Twenty-ſeven, between your Subject of the Firſt Part; Sir *Lyonell Pilkington*, Baronet, and *William Wombwell*, Eſquire, of the Second Part; *Egglington Pilkington* and *Matthew Wentworth*, Eſquires, of the Third Part; and Dame *Anne Dalſton*, and the ſaid *Dorothea*, of the Fourth Part; grant, limit, ſettle, and appoint, out of certain Eſtates therein mentioned, to the ſaid *Dorothea*, in caſe ſhe ſhould happen to ſurvive your Subject, for and during the Term of her natural Life, for her Jointure, and in lieu of all Dower, One Annuity or yearly Rent-charge of Two hundred and Fifty Pounds *per Annum*:

THAT your ſaid Subject and his ſaid Wife came to an Agreement, in the Year One thouſand Seven hundred and Forty-nine, that they ſhould ſeparate, and live apart from each other; and by Indenture, made on or about the Ninth Day of *September* One thouſand Seven hundred and Forty-nine, between your Subject, of the Firſt Part; the ſaid *Dorothea*, of the Second Part; and Sir *Lionel Pilkington*, Baronet, and *Harriſon Pilkington*, Eſquire, of the Third Part; your Subject demiſed and granted certain Eſtates, therein mentioned, to the Truſtees thereby appointed, in Truſt, for

for raiſing and ſecuring, for the Uſe of the ſaid *Dorothea*, during the joint Lives of your Subject and the ſaid *Dorothea*, and during the ſaid Separation, the annual Sum of Four hundred and Twenty Pounds; and, after his Deceaſe, if ſhe ſhould ſurvive him, the annual Sum of One hundred and Fifty Pounds during her Life, which was to be as an Increaſe of her ſaid Jointure:

THAT your ſaid Subject and his ſaid Wife ſeparated in the Month of *October* One thouſand Seven hundred and Forty-nine; and from that Time have lived apart from each other; and he hath not ſince cohabited, or had any Converſation or Intercourſe, with her:

THAT the ſaid *Dorothea* your Subject's Wife hath, ſince the ſaid Separation, entered into a criminal Intercourſe, and an adulterous Converſation with one *Samuel Hawkridge*, of *Knaresborough* in the County of *York*, Flax-dreſſer, and alſo with ſeveral other Perſons; and your Subject, on or about the Ninth Day of *June* One thouſand Seven hundred and Fifty-ſeven, obtained a definitive Sentence of Divorce from Bed and Board againſt his ſaid Wife, in the Conſiſtory Court of the Archbiſhop of *York*, for Adultery with the ſaid *Samuel Hawkridge*, and other Perſons:

THAT as the ſaid *Dorothea* hath, by her adulterous Behaviour, diſſolved the Bond of Marriage on her Part, and your ſaid Subject is deprived of the Comforts of Matrimony, and as he may be expoſed to have a ſpurious Iſſue ſucceed to his Eſtate and Fortune, unleſs the ſaid Marriage be annulled and declared void by Parliament.

May it therefore pleaſe Your MAJESTY,

(Out of Your princely Goodneſs and Compaſſion to your ſaid Subject's Misfortune and Calamity), That it may be **Enacted; And be it Enacted**, by the KING's moſt Excellent MAJESTY, by and with the Advice and Conſent of the Lords Spiritual and Temporal, and Commons, in this preſent Parliament aſſembled, and by the Authority of the ſame, That the ſaid Bond of Matrimony between the ſaid *Godfrey Wentworth* and *Dorothea* his Wife, being violated and broken by the manifeſt and open Adultery of the ſaid *Dorothea*, be, and is hereby from henceforth, wholly diſſolved, annulled, vacated, and made void, to all Intents, Conſtructions, and Purpoſes whatſoever; and that it ſhall and may be lawful to and for the ſaid *Godfrey Wentworth*, at any Time or Times hereafter, to contract Matrimony, and to marry, in the Life-time of the ſaid *Dorothea*, as if ſhe was naturally dead, with any other Woman or Women with whom he might lawfully marry in caſe the ſaid *Dorothea* was not living; and that ſuch Matrimony, when had and celebrated, ſhall be good, juſt, and lawful Marriage and Marriages, and ſo ſhall be adjudged, deemed, and taken, to all Intents, Conſtructions, and Purpoſes; and that all and every Child and Children, born in ſuch Matrimony, ſhall be deemed, adjudged, and taken, to be born in lawful Wedlock, and be legitimate, and inheritable to, and ſhall inherit, the Manors, Lands, Tenements, and Hereditaments, from and by their Fathers, Mothers, and other Anceſtors, in like Manner and Form as any other Child or Children born in lawful Matrimony ſhall or may inherit, or be inheritable unto, according to the Courſe of Inheritance uſed in this Realm, or in any of his Majeſty's Dominions thereunto belonging;

belonging; and to have and enjoy all Privileges, Pre-eminences, Benefits, Advantages, Claims, and Demands, in as full and ample manner as any other Child or Children born in lawful Wedlock may have or claim by the Laws and Cuſtoms of this Realm, or of any of his Majeſty's Dominions thereunto belonging.

And be it further Enacted, by the Authority aforeſaid, That the ſaid *Godfrey Wentworth* ſhall be intitled to be Tenant by the Courteſy of the Lands and Inheritances of ſuch Wife or Wives as he ſhall ſo marry; and ſuch Wife or Wives, as he ſhall ſo marry, ſhall be intitled to Dower of the Lands and Tenements whereof the ſaid *Godfrey Wentworth* ſhall be ſeiſed of ſuch Eſtate whereof ſhe or they ſhall be dowable, as any other Husband or Wife may or might claim, have, or enjoy; and that the Child or Children born in ſuch Marriage and Marriages ſhall and may derive and make Title by Deſcent, Limitation, or otherwiſe, to and from any of their Anceſtors, as any other Child or Children may do; any Law, Statute, Reſtraint, Prohibition, Ordinance, Canon, Conſtitution, Preſcription, or Cuſtom, had, made, exerciſed, or uſed, to the contrary notwithſtanding.

And be it further Enacted and Declared, by the Authority aforeſaid, That all and every Child or Children, as well Male as Female, which, at any time ſince the laſt day of *July* One thouſand Seven hundred and Fifty, hath or have been born of the Body of the ſaid *Dorothea* the Wife of the ſaid *Godfrey Wentworth* (if any ſuch there be) are Baſtards and ſpurious Iſſue, and not the lawful Iſſue of the ſaid *Godfrey Wentworth* on the Body of the ſaid *Dorothea* his Wife begotten; and that no ſuch Child, ſo born ſince the ſaid laſt Day of *July* One thouſand Seven hundred and Fifty, nor any other Child or Children which hereafter ſhall be born of the Body of the ſaid *Dorothea*, ſhall be deemed, taken, or reputed, to be the lawful Iſſue of the ſaid *Godfrey Wentworth*, on the Body of the ſaid *Dorothea* begotten, or inheritable to any Lands, Tenements, or Hereditaments, of the ſaid *Godfrey Wentworth*.

And be it further Enacted, by the Authority aforeſaid, That the ſaid *Dorothea* ſhall be, and is hereby, barred and excluded of and from all Dower and Thirds, and of and from all Right and Title of Dower and Thirds, and all other Claims and Demands into or out of any Manors, Lordſhips, Lands, Tenements, Hereditaments, Goods, Chattels, or other Eſtates or Effects whatſoever, of the ſaid *Godfrey Wentworth*.

Provided always, and it is hereby Declared, That nothing in this Act contained ſhall extend, or be conſtrued to extend, to vacate, prejudice, or deſtroy, any Settlement or Proviſion made by the ſaid *Godfrey Wentworth* upon or for the ſaid *Dorothea* in and by the ſaid Indentures, dated on or about the Second day of *March* One thouſand Seven hundred and Twenty-ſeven, and the Ninth Day of *September* One thouſand Seven hundred and Forty-nine; but that the ſame ſhall continue, in all Reſpects, to be of the ſame Force and Validity, as if this Act had not been made.

An ACT *to Diſſolve the Marriage of* Godfrey Wentworth, *Eſquire, with* Dorothea Pilkington *his now Wife, and to enable him to marry again; and for other Purpoſes therein mentioned.*

K. Great Brit. Georg. III.
No 6
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31 Geo. II. c. 6.

An ACT *for Dividing and Incloſing certain Waſtes or Commons called* Brancepeth *and* Stockley Moors *or* Commons, *within the Manor and Pariſh of* Brancepeth, *in the County of* Durham.

WHEREAS there are, within the Manor and Pariſh of *Brancepeth*, in the County of *Durham*, Two Commons or Tracts of Waſte Grounds contiguous to each other, commonly called or known, the One by the Name of *Brancepeth Moor* or *Common*, containing, by Eſtimation, Nine hundred Acres and upwards, the other by the Name of *Stockley Common*, containing, by Eſtimation, Four hundred Acres and upwards; which Commons, at preſent, yield little Profit; but the ſame, by being incloſed, would become capable of Improvement:

And whereas *William Belaſyſe*, Eſquire, is Lord of the ſaid Manor of *Brancepeth*, and Owner of the Soil and Inheritance and Royalties of the ſaid Two Commons, as being Part and Parcel of and belonging to his ſaid Manor:

And whereas the ſaid *William Belaſyſe*, the Right Honourable *Anthony* Earl of *Shaftsbury*, Sir *John Eden*, Baronet, *Morton Daviſon*, Eſquire, or their Truſtees, Leſſees, Farmers, or Tenants, and ſeveral other Perſons, in reſpect of, or as appendant, appurtenant, or belonging to, their ſeveral Meſſuages, Lands, Tenements, or Hereditaments, in the ſaid Manor of *Brancepeth*, are intitled to Right of Common in and upon the ſaid *Brancepeth Moor* or *Common*:

And whereas the ſaid *William Belaſyſe*, *Anthony Wilkinſon*, Eſquire, *Henry Elliſon*, Eſquire, or their Truſtees, Leſſees, Farmers, or Tenants, and ſeveral other Perſons, in reſpect of, or as appendant, appurtenant, or belonging to, their ſeveral Meſſuages, Lands, Tenements, and Hereditaments, in the ſaid Manor of *Brancepeth*, are intitled to Right of Common in and upon the ſaid *Stockley Moor* or *Common*:

And whereas the ſaid *William Belaſyſe*, and the ſeveral other Perſons above-mentioned, who have ſuch ſeparate and diſtinct Right of Common on the ſaid reſpective Moors as aforeſaid, are willing and deſirous that the ſaid Two Moors or Commons ſhould be ſeverally divided and incloſed, by Commiſſioners in that Behalf to be appointed, amongſt the ſeveral Perſons intitled to Right of Common thereon reſpectively; in regard the ſame will be a manifeſt Advantage to all the Parties intereſted therein, and tend to the Improvement of their reſpective Eſtates: **But**, as the ſaid Diviſion and Incloſure cannot be effectually completed and eſtabliſhed, to anſwer the Intention of the Parties intereſted in the ſame, without the Aid of Parliament;

May it pleaſe Your MAJESTY,

That it may be **Enacted**; **And be it Enacted**, by the KING's moſt Excellent MAJESTY, by and with the Advice and Conſent of the Lords Spiritual and Temporal, and Commons, in this preſent Parliament aſſembled, and by the Authority of the ſame, That the ſaid Moors or Commons, called *Brancepeth Moor* or *Common*, and *Stockley Moor* or *Common*, reſpectively, ſhall, on or before the Firſt Day of *July* One thouſand Seven hundred and Fifty-nine, be ſeverally ſet out, divided, and allotted, by *Thomas Forſter*, of the City of *Durham*, Gentleman, *John Legg*, of *Weſt Rainton*, in the County of *Durham*, Gentleman, *John Dobbiſon*, of *Witton Caſtle*, in the ſame County, Gentleman, *Robert Hope*, of *Houghton Le Spring*, in the ſame County, Gentleman, and *Thomas Robinſon*, of *Haghouſe*, in the ſame County, Gentleman, Commiſſioners appointed by this Act, and their Succeſſors, or any Three or more of them, amongſt the Perſons ſeverally intitled to a Right of Common on the ſaid Moors, and the Owner of the ſaid Soil and Inheritance thereof, reſpectively, in the Manner, and ſubject to the Rules, Orders, and Directions, and for the Purpoſes, in and by this Act ordered, directed, and appointed.

And, for the more juſt and regular Diviſion and Diſtribution of the ſaid Commons ſo to be divided and incloſed, and for the better aſcertaining the ſame, **Be it further Enacted**, by the Authority aforeſaid, That ſeparate Surveys ſhall be made of the ſaid Commons ſome time before the Firſt Day of *July* One thouſand Seven hundred and Fifty-eight; and that, on or before the ſaid Firſt Day of *July* One

One thouſand Seven hundred and Fifty-nine, the ſaid Common called *Brancepeth Common* ſhall, by the ſaid Commiſſioners, or any Three or more of them, be ſet out, marked, and aſcertained, by proper Stakes, Metes, or Land Marks, and ſhall be divided and allotted unto and amongſt the ſaid *William Belaſyſe*, and all other Perſons having a Right of Common upon the ſame; and alſo the ſaid Common called *Stockley Common* ſhall, by the ſaid Commiſſioners, or any Three or more of them, be ſet out, marked, and aſcertained, by proper Stakes, Metes, or Land Marks, and ſhall, in like manner, be divided and allotted unto and amongſt the ſaid *William Belaſyſe*, and all other Perſons having a Right of Common upon the ſame, in the Manner, and purſuant to the Rules, Orders, and Directions, in and by this Act ordered, directed, and appointed.

And it is hereby further Enacted, That the ſaid Commiſſioners, or any Three or more of them, ſhall and may, and they are hereby authorized and impowered to ſet out, aſſign, and allot, unto and for the ſaid *William Belaſyſe*, as a Compenſation for his Right and Intereſt in and to the Soil of the ſaid Common, and his Conſent to the Diviſion and Incloſure of the ſame, One full Twentieth Part (Quantity and Quality conſidered) of the ſaid *Brancepeth Common*, in One entire Plot, contiguous to his Lands and Eſtate, in the Vill, Hamlet, or Townſhip, of *Brancepeth* aforeſaid, or as near to the ſame as conveniently may be; and One other full Twentieth Part (Quantity and Quality conſidered) of the ſaid *Stockley Common*, in One other entire Plot, contiguous to his Lands and Eſtate, in the Vill, Village, or Hamlet, of *Stockley* aforeſaid, or as near to the ſame as conveniently may be; over and above, and excluſive of, ſuch Shares and Allotments of the ſaid Two Commons reſpectively, as are herein-after directed to be allotted to him, in lieu of, and as an Equivalent for, his Right of Common in the ſaid Two Commons reſpectively.

And it is hereby further Enacted, That the ſaid Commiſſioners, or any Three or more of them, ſhall and may, and are hereby authorized and impowered to ſet out, aſſign, allot, apportion, and divide, the Reſidue of the ſaid Two Commons, after ſuch reſpective Twentieth Parts thereof, ſet out and allotted to the ſaid Owner of the Soil and Inheritance thereof as aforeſaid, is thereout deducted and ſet apart, unto and amongſt the ſaid *William Belaſyſe*, and the ſeveral other Perſons having a Right of Common upon the ſaid Two Moors or Commons reſpectively, in proportion to the Values of all and ſingular their reſpective Meſſuages, Lands, Tenements, and Hereditaments, to which ſuch Right of Common is ſeverally belonging, in the Proportions following; that is to ſay, As to ſuch Perſons as are intitled to Lands only, or to Lands and Houſe or Houſes, uſually farmed or occupied therewith, as a Farm-houſe or Farm-houſes, then in proportion to the Whole of the clear yearly Value or Rent of every ſuch Farm, conſiſting

conſiſting of Land only, or Land and a Farm-houſe thereunto belonging, and conſtituting One Farm; and as to ſuch Perſons as are intitled to a Houſe or Houſes, or a Cottage or Cottages, only, without any Lands thereto belonging, then in proportion to One Half of the clear yearly Value or Rent of ſuch Houſe or Houſes, Cottage or Cottages, reſpectively; and as to ſuch Perſons as are intitled both to Land and Houſe or Houſes, Cottage or Cottages, now farmed, held, or occupied, therewith, but which have or hath been heretofore or uſually held or occupied ſeparately and diſtinctly from ſuch Land, at ſeparate and diſtinct Rents, or are or is not taken or deemed to be a Farm-houſe or Farm-houſes, then in proportion to the whole clear yearly Rent and Value of ſuch Land, and in proportion to the Moiety of the clear yearly Value or Rent of ſuch Houſe or Houſes, Cottage or Cottages, reſpectively, as the ſame were either in the Hands of the Owners or Proprietors of the ſame, or as let to the Tenants, Under-tenants, or Occupiers thereof, reſpectively, for the Year, beginning the Twelfth Day of *May* One thouſand Seven hundred and Fifty-ſeven; ſuch yearly Value to be aſcertained by the Oath of the Owners of the ſaid reſpective Premiſes, or their Agents or Tenants, reſpectively, before the ſaid Commiſſioners, at their Firſt Meeting to be held in Purſuance of this Act, in caſe the ſaid Commiſſioners, or any Three or more of them, ſhall require the ſame; and which Oath the ſaid Commiſſioners, or any Three or more of them, are hereby impowered to adminiſter.

Provided always, That nothing in this Act contained ſhall extend, or be conſtrued to extend, to impower the ſaid Commiſſioners, or any of them, to give any undue Preference to the Parties intereſted in the ſaid intended Diviſion or Incloſure; but that the ſaid Commiſſioners ſhall have a due Regard, as well to the Quality as the Quantity of the Lands and Grounds ſo to be divided and allotted as aforeſaid, and ſhall ſet out and allot the Lands and Grounds to be allotted to the ſaid *William Belaſyſe*, over and above his ſaid Twentieth Part of each of the ſaid Commons, in One entire Plot or Parcel, and contiguous to the Ground ſo to be allotted for his ſaid Twentieth Part of each Common as aforeſaid; and alſo ſet out and allot the Share of each other Perſon reſpectively, in One entire Plot or Parcel, and as near to each particular Perſon's own Lands, Tenements, and Farm-holds, reſpectively, as the ſame can conveniently be done.

Provided alſo, and it is hereby Declared and Enacted, That the ſaid Commiſſioners, or any Three or more of them, ſhall and may aſcertain, ſet out, and appoint, proper public Highways and Roads in, upon, and through the ſaid Two Commons ſo to be incloſed, with the Aſſize and Breadth thereof, and alſo private Ways, Roads, and Paſſages, and Water-courſes, in, over, and through the Lands and Grounds ſo to be incloſed for the Uſe and Benefit of the ſeveral

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Proprietors to and from the Lots and Parcels of Land to be aſſigned and allotted to them reſpectively, and order and direct the ſame public and private Ways, Roads, and Water-courſes, to be made, maintained, and kept in Repair, by ſuch Perſon or Perſons, Owners or Occupiers of ſuch Lands ſo to be divided and incloſed, and by ſuch Ways and Means as to the ſaid Commiſſioners, or any Three or more of them, ſhall ſeem proper and expedient.

And it is hereby further Enacted, by the Authority aforeſaid, That when the ſaid Lands and Grounds, hereby appointed and directed to be divided and incloſed, ſhall be ſet out, aſcertained, and allotted, by the ſaid Commiſſioners, or any Three or more of them, by ſuch Inſtrument, or Writing, as is herein after mentioned, the ſeveral Perſons, to whom the ſaid Lands and Grounds ſhall be allotted reſpectively, ſhall, within Twelve Months next after the ſigning and ſealing the ſaid Inſtrument, or Writing, at their Expences reſpectively, incloſe, hedge, ditch, fence, and ſet out, their ſeveral Lots, Shares, and Proportions of the ſame, in ſuch manner as the ſaid Commiſſioners, or any Three or more of them, ſhall direct and appoint.

And, for preventing all Differences and Diſputes relating to the ſaid Diviſion and Incloſure, **It is hereby further Enacted**, by the Authority aforeſaid, That, immediately after the ſaid Commiſſioners ſhall have completed and finiſhed the ſaid Diviſion and Allotments of the ſaid Two Commons, purſuant to the Directions of this Act, they ſhall form and draw up an Award or Inſtrument thereof, in Writing, which ſhall expreſs, ſpecify, and contain the Quantity (in Statute Meaſure) of the Acres, Roods, and Perches contained in the ſaid Lands and Grounds ſo intended to be divided and incloſed, and the Quantity of each and every Parcel thereof aſſigned and allotted to each of the Perſons intitled to, and intereſted in, the ſame, and a Deſcription of the Situation, Buttals, and Boundaries, of the ſaid Parcels and Allotments reſpectively; with Orders and Directions for hedging, fencing, and ditching the ſame, and keeping and maintaining ſuch Hedges, Ditches, and Fences in Repair; and for making and laying out public and private Roads, Ways, and Paſſages, and Water-courſes, in and through the ſame Premiſes, and Directions for making, repairing, and maintaining the ſame; and the ſaid Award or Inſtrument ſhall alſo contain ſuch other Orders, Regulations, and Determinations, as to the ſaid Commiſſioners, or any Three or more of them, ſhall ſeem proper and neceſſary to be inſerted therein, conformable to the Purport and Intent of this Act; and which ſaid Award or Inſtrument ſhall be fairly ingroſſed upon Parchment, and ſigned by the ſaid Commiſſioners, or any Three or more of them, and ſhall be enrolled by the Clerk of the Peace for the County of *Durham*; to the end Recourſe may be had to the ſame, by any Perſon or Perſons intereſted in the ſaid Incloſure; and a true Copy thereof, or of any Part thereof, ſhall, from time to time, be admitted and allowed, in all Courts

whatſoever, as legal Evidence of the ſame; and which Copy the ſaid Clerk of the Peace is hereby required to make and deliver to any Perſon or Perſons requeſting the ſame, he or they paying for ſuch Copy after the Rate of Two Pence *per* Sheet, accounting Seventy-two Words to each Sheet.

And it is hereby further Enacted, by the Authority aforeſaid, That, immediately after finiſhing the ſaid Diviſion and Allotments, and the Execution of the ſaid Award or Inſtrument, all Right of Common upon the ſaid Two Commons, ſo divided and allotted, ſhall ceaſe and be extinguiſhed; and the ſaid Lots and Parcels of Land, ſo to be aſſigned and allotted as aforeſaid, ſhall be held and enjoyed by the Perſons to whom the ſame ſhall be ſo aſſigned and allotted reſpectively, in the ſame Manner, and by the ſame Tenure, as the reſpective Lands, Tenements, or Hereditaments, in Right of and for which the ſaid Lots or Parcels of Land ſhall be ſo aſſigned or allotted, are now holden.

And whereas it is requiſite that ſome convenient Time ſhould be fixed for every Perſon, intitled to any Part of the ſaid intended Incloſures, to accept of their intended Allotments and Shares; **Be it Enacted**, by the Authority aforeſaid, That all and every Perſon or Perſons, ſo intitled, ſhall, and they are hereby required to accept his, her, and their reſpective Allotments and Shares, within the Space of Six Months next after the Execution of the ſaid Award or Inſtrument, and Notice, in Writing, affixed on the North Door of the Pariſh Church of *Brancepeth* aforeſaid, for that Purpoſe, ſigned by the ſaid Commiſſioners, or any Three or more of them; and, in caſe any Perſon ſhall neglect or refuſe to accept his or her Share or Allotment within the Time before-mentioned, ſuch Perſon, ſo neglecting or refuſing, ſhall be totally excluded from having or receiving any Benefit or Advantage by this preſent Act, and alſo from any Eſtate or Intereſt, or Right of Common whatſoever, of, in, or to the Lands or Grounds ſo aſſigned or allotted to any other Perſon or Perſons, by virtue of, or under, this Act.

Provided alſo, and it is hereby further Enacted and Declared, That the Guardians, Husbands, Truſtees, or Attornies, of any Perſon or Perſons, being Minors, under Coverture, beyond the Seas, or otherwiſe incapable by Law to accept ſuch Allotments, ſo to be made as aforeſaid, ſhall be, and are hereby, enabled and required to accept thereof, for the Uſe of ſuch Perſon or Perſons ſo incapacitated as aforeſaid; and alſo, that any Perſon or Perſons, intitled to ſuch Allotment as Tenant or Tenants for Life or Lives, or Poſſeſſor of the Rents and Profits of any Eſtate for Life or Lives, ſhall be, and is and are hereby, reſpectively enabled to take and accept of ſuch Allotment; and alſo, that any Perſon or Perſons, intitled to ſuch Allotment in Remainder or Expectancy, upon any precedent particular Eſtate, upon Neglect or Refuſal of any Tenant or Tenants in Poſſeſſion, or any Perſon intitled to

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ſuch precedent particular Eſtate, ſhall be, and is and are reſpectively hereby, enabled to accept of ſuch Allotment, in lieu of, and inſtead of, any ſuch Tenant or Perſon ſo intitled, and neglecting or refuſing as aforeſaid; and every ſuch Acceptance reſpectively ſhall be, and is hereby declared to be, as valid and effectual, as if the Perſon or Perſons, to whom the ſame ſhall be made reſpectively, were capable of acting for themſelves, or had not neglected or refuſed as aforeſaid; any thing herein contained to the contrary notwithſtanding.

Provided always, That the Non-claim, or Non-acceptance, of any Guardian, Huſband, Truſtee, or Attorney, ſhall not exclude or prejudice the Claim or Acceptance of any Infant, Feme-covert, or any other Perſon under ſuch Diſability or Incapacity as aforeſaid, who ſhall claim or accept within One Year after ſuch Diſability or Incapacity ſhall be removed, or of any Perſon or Perſons intitled as Heir, or in Remainder after the Death of any Perſon, dying under ſuch Diſability or Incapacity, who ſhall claim or accept within One Year after his, her, or their Right, Title, or Intereſt, ſhall have deſcended, veſted, or accrued.

Provided alſo, That nothing in this Act contained ſhall extend, or be conſtrued, deemed, adjudged, or taken, to revoke, make void, alter, or annul any Settlement, Deed, Will, or Leaſe whatſoever, or to prejudice any Perſon or Perſons having any Right or Claim of Dower, Jointure, Rent, Service, Debt, Charge, or Incumbrance, in, out of, upon, or affecting, any of the Lands and Grounds ſo intended to be divided and incloſed, or any Part or Parcel thereof; but that the ſeveral Lands and Grounds, ſo to be aſſigned and allotted, upon the ſaid Diviſion, to the ſeveral Proprietors reſpectively, ſhall, immediately after ſuch Allotment, be, remain, and enure, and be held and enjoyed; and the ſeveral Perſons, to whom the ſame ſhall be aſſigned and allotted, ſhall, from thenceforth, ſtand and be ſeiſed and poſſeſſed thereof reſpectively, ſubject and liable to ſuch and the ſame Wills, Limitations, Conditions, Settlements, Proviſoes, Remainders, Reverſions, Leaſes, Debts, Charges, and Incumbrances, as the ſeveral Meſſuages, Houſes, Cottages, Lands, and Grounds, in reſpect whereof ſuch Allotments were made to them reſpectively, were and ſtood ſeverally ſubject and liable unto at the Time of ſuch Aſſignment and Allotment.

Provided alſo, and it is hereby further Enacted, by the Authority aforeſaid, That nothing in this Act contained ſhall prejudice, leſſen, or defeat the Right, Title, and Intereſt of him the ſaid *William Belaſyſe*, of, in, or to the Royalties incident or belonging to the ſaid Manor of *Brancepeth*; but that the ſaid *William Belaſyſe*, and all and every Perſon and Perſons claiming under him, or in Truſt for him, as Lord of the ſaid Manor, and all ſucceeding Owners thereof, for the Time being, ſhall and may, at all Times for ever hereafter, hold and enjoy

enjoy all Rents, Courts, Perquiſites, Profits, Mines, Waifs, Eſtrays, and other Royalties and Juriſdictions whatſoever, to the Owner of the Royalties of the ſaid Manor, incident, appendant, and belonging or appertaining (other than and except ſuch Common Right, as could or might be claimed by him or them reſpectively, as Owner or Owners of the Soil and Inheritance of the ſaid Two Moors or Commons, or otherwiſe, in and upon the ſaid Two Commons ſo to be incloſed as aforeſaid) in as full, ample, and beneficial Manner, to all Intents and Purpoſes, as he or they could or might have held and enjoyed the ſame, in caſe this Act had not been made.

Provided alſo, and it is hereby further Declared and Enacted, by the Authority aforeſaid, That, in caſe the Owner or Owners of the Royalties of the ſaid Manor, or any Perſon or Perſons claiming under him or them, ſhall, after ſuch Incloſure made as aforeſaid, work any Mine or Mines lying within, or under any of the Allotments, ſo to be made as aforeſaid; then, and in ſuch Caſe, ſuch Perſon or Perſons, ſo working the ſame, ſhall make reaſonable Satisfaction for the Damage and Spoil of Ground occaſioned thereby, to the Perſon or Perſons who ſhall be in Poſſeſſion of ſuch Ground at the Time or Times of ſuch Damage or Spoil.

And be it further Enacted, by the Authority aforeſaid, That the ſaid Commiſſioners, or any Three or more of them, ſhall, and they are hereby required to give Notice in the Pariſh Church of *Brancepeth* aforeſaid, upon ſome *Sunday* Morning, immediately after Divine Service, and alſo in the *Newcaſtle* News Papers, of the Time and Place of the Firſt Meeting of the ſaid Commiſſioners, for the Execution of the Powers hereby veſted in them, at leaſt Thirty Days before ſuch Meeting; and ſhall and may, at ſuch Firſt, and every other Meeting, appoint ſuch Times and Places for their ſubſequent Meetings, as to them ſhall ſeem meet; always giving Notice of ſuch ſubſequent Meetings, in the Pariſh Church aforeſaid, on the *Sunday* next preceding the ſame.

And be it further Enacted, by the Authority aforeſaid, That if any of the ſaid Commiſſioners, hereby nominated and appointed, or any of the Commiſſioners hereafter to be elected and choſen, in manner hereafter mentioned, ſhall die, or refuſe to act, that then, and ſo often, it ſhall and may be lawful to and for the major Part of the then ſurviving and acting Commiſſioners, by Inſtrument under their Hands and Seals, to elect or chuſe One or more Perſon or Perſons reſiding in the ſaid County of *Durham*, not intereſted in the ſaid Commons, or either of them, in the Place or Room of ſuch Commiſſioner or Commiſſioners ſo dying, or refuſing to act; which ſaid Commiſſioner or Commiſſioners ſo to be, from time to time, elected and choſen, ſhall have, and are hereby declared to have, the ſame Power and Authority to put this Act of Parliament in Execution, as if he and they had been reſpectively named and appointed herein; which ſaid Inſtrument ſhall likewiſe,

within

within Forty Days after the Execution thereof, be inrolled with the Clerk of the Peace for the said County of *Durham*; and a true Copy thereof shall be made, and may be given in Evidence in all Courts of Record as aforesaid.

And be it further Enacted, by the Authority aforesaid, That the Charges and Expences incident to, and attending the procuring, obtaining, and passing this present Act, and of surveying, measuring, allotting, and setting out the said Commons, and of preparing, making, and executing the said Award or Instrument, and inrolling the same, and of setting out the Highways and Roads, and all other Charges and Expences attending the Execution of this present Act, shall be borne and defrayed by the said *William Belasyse*, and the several other Persons to and amongst whom the said Two Commons shall be respectively allotted, in Proportion to the real Value of their respective Allotments, to be settled and ascertained by the said Commissioners, or any Three or more of them, and to be paid to such Person or Persons, and at such Time or Times, as the said Commissioners, or any Three or more of them, shall, for that Purpose, nominate, direct, or appoint; and, in case any of the said Persons shall refuse or neglect to pay his, her, or their Share or Proportion of the said Charges and Expences, within the Time so to be limited and appointed as aforesaid, then the said Commissioners, or any Three or more of them, shall and may, by Warrant under their Hands and Seals, cause the same to be levied by Distress and Sale of the Goods and Chattels of the Person or Persons so respectively refusing or neglecting; and the Overplus of the Money to arise by such Sale (if any such there be) after Payment of such Share or Proportion of the said Charges and Expences, and the Costs of such Distress and Sale, are deducted, shall be paid to the Owner or Owners of such Goods and Chattels, upon Demand.

Provided always, and it is hereby Enacted, by the Authority aforesaid, That it shall and may be lawful to and for the Owners and Proprietors of the several Lands, so to be allotted to them respectively, for the Time being, to win, get, and work, Stones, and Clay, for Bricks, or for Tiles, or any other Purpose, for the Use of the Grounds, in and upon the same Lands and Grounds so allotted to them respectively.

Provided also, That it shall and may be lawful for the Owners and Proprietors of the said Shares and Allotments, for the Time being, to get and take Stones in their several Allotments, and in the Common Quarry, to be set out as herein after is mentioned, for necessary Buildings and Reparations in and upon the same.

And be it further Enacted, by the Authority aforesaid, That the said Commissioners, and their Successors, or any Three or more of

them, ſhall and may, and they are hereby authorized and impowered to lay out, aſſign, and allot, ſuch Part of each of the ſaid Moors or Commons, hereby directed to be incloſed, as they ſhall think proper, for a Common Quarry, for the Purpoſes aforeſaid.

And, for the preventing all unneceſſary Obſtructions and Delays in the ſaid intended Incloſure and Diviſion, and determining all Complaints, Differences, and Diſputes, that may ariſe concerning the Boundaries of the ſaid Moors or Commons, or that may ariſe or be made by any Perſon or Perſons claiming a Right of Common upon the ſaid Moors or Commons, or of and concerning, or relating to, the Lots or Shares to be aſſigned or allotted to any ſuch Perſon or Perſons reſpectively, by the ſaid Commiſſioners, or any Three or more of them, in purſuance of this Act, **Be it Enacted,** by the Authority aforeſaid, That all ſuch Complaints, Differences, and Diſputes, ſhall, by the ſaid Commiſſioners, be referred to *Thomas Gyll*, *Thomas Rudd*, *David Hilton*, *William Rudd*, all of the City of *Durham*, Eſquires, and *Chriſtopher Fawcett*, of the Town and County of *Newcaſtle upon Tyne*, Eſquire, or any Three or more of them, who are hereby nominated and appointed Arbitrators, finally to hear and determine all ſuch Claims, Differences, and Diſputes, either by Examination of Witneſſes, or by ſuch other Evidence, Proofs, Ways, or Means, as to them ſhall ſeem requiſite and expedient in that Behalf; and ſuch final Determination or Award by the ſaid Arbitrators, or any Three or more of them, ſhall be made, in Writing under their Hands and Seals, within Three Calendar Months after ſuch Reference ſhall be made to them by the ſaid Commiſſioners, or any Three or more of them, or after Complaint made, and Notice thereof given to them, in Writing, by any Perſon or Perſons claiming a Right of Common on the ſaid Two Moors or Commons as aforeſaid; and ſuch Award and Determination ſhall be final and concluſive to all Perſons whatſoever; which ſaid Award ſhall, within Three Calendar Months after the Execution thereof, be inrolled by the ſaid Clerk of the Peace in and for the ſaid County of *Durham*, and a true Copy thereof, or any Part thereof, ſhall, from time to time, be admitted and allowed, in all Courts whatſoever, as legal Evidence of the ſame; and which Copy the ſaid Clerk of the Peace is hereby required to deliver to any Perſon or Perſons requeſting the ſame, he or they paying for ſuch Copy after the Rate of Two Pence *per* Sheet, accounting Seventy-two Words to each Sheet.

And be it further Enacted, by the Authority aforeſaid, That when and as often as any Arbitrator or Arbitrators, herein before named and appointed for the Purpoſes aforeſaid, ſhall die, or refuſe to act, it ſhall and may be lawful for ſuch of the Commiſſioners, acting under the Authority of this Act, for the Time being, or any Three or more of them, by any Writing or Writings under their Hands and Seals, from time to time, to elect, nominate, and appoint, One or more fit

Perſon

Perſon or Perſons, being a Barriſter at Law, in the Room or Place of ſuch Arbitrator or Arbitrators ſo dying, or refuſing to act, as aforeſaid; and ſuch Perſon or Perſons, ſo to be elected, nominated, and appointed, ſhall and may, and they are hereby authorized and impowered to act in the Premiſes, in as full, large, and ample Manner, to all Intents and Purpoſes, as the ſaid Arbitrators, hereby nominated and appointed, are authorized and impowered to act.

And be it further Enacted, That the ſaid Arbitrators, ſo appointed, or to be appointed, as aforeſaid, or any Three or more of them, ſhall and may, at the Requeſt of any of the Parties concerned, by Writing, under their Hands, ſummon ſuch Witneſs or Witneſſes, from time to time, to appear, and give Evidence, before them, as they ſhall ſee occaſion; ſo as the Perſon or Perſons requeſting the ſame do and ſhall, at the ſame time, tender a Sum of Money, ſufficient to bear the Charges of ſuch Witneſſes Attendance: And, in caſe of Neglect or Refuſal of any ſuch Witneſſes to appear, and give Evidence, after ſuch Summons and Tender as aforeſaid, and due Proof thereof made, the ſaid Commiſſioners, or any Three or more of them, are hereby impowered, by Warrant under their Hands and Seals, to levy upon the Goods and Chattels of ſuch Perſon or Perſons, ſo refuſing or neglecting to appear, any Sum of Money, not exceeding Five Pounds, nor under Forty Shillings, to be applied towards defraying the Expence of carrying this Act into Execution.

And be it further Enacted, That the ſaid Arbitrators, ſo appointed, or to be appointed, as aforeſaid, or any Three or more of them, ſhall and may, and are hereby impowered to examine, upon Oath, all Witneſſes to them produced; and in caſe any Perſon or Perſons, upon ſuch Examination, ſhall give falſe Evidence, and ſhall thereof be duly convicted, he, ſhe, or they, ſhall be, and are hereby declared to be, ſubject to ſuch Pains and Penalties as, by any Law now in being, Perſons convicted of wilful and corrupt Perjury are ſubject and liable to.

Provided always, That if any Perſon or Perſons ſhall ſet up any unjuſt or unreaſonable Claims or Objections to any Right of Common in or upon the ſaid Moors or Commons, or either of them, and thereby occaſion any unreaſonable Expence, by referring ſuch Claims or Objections to Arbitrators, it ſhall and may be lawful to and for the ſaid Commiſſioners, or any Three or more of them, to aſſeſs ſuch Coſts as to them ſhall ſeem reaſonable, upon ſuch Perſon or Perſons making ſuch unreaſonable or unjuſt Claims or Objections, and, by Warrant under the Hands and Seals of ſuch Commiſſioners, or any Three or more of them, to levy the ſame upon the Goods and Chattels of ſuch Perſon or Perſons, ſo making ſuch unjuſt Claims or Objections; and to apply the ſame towards defraying the Expence of carrying this Act into Execution.

Saving

Saving always to the KING's moſt Excellent MAJESTY, his Heirs and Succeſſors, and to all and every other Perſon or Perſons, Bodies Politick and Corporate, his, her, or their Heirs, Succeſſors, Executors, and Adminiſtrators (Other than the Owner of the Soil and Inheritance of the ſaid Two Commons, and all other Perſon or Perſons intitled to any Right of Common in and upon the ſaid Two Commons, or either of them, ſo directed to be incloſed as aforeſaid, his, her, or their Heirs, Executors, and Adminiſtrators, reſpectively); All ſuch Right, Title, and Intereſt, as they, every or any of them, had and enjoyed, of, in, to, or out of, the ſaid Two Commons, or either of them, ſo directed to be incloſed as aforeſaid, before the Paſſing of this Act, or could or might have had and enjoyed in caſe this Act had not been made.

An ACT *for Dividing and Incloſing certain Waſtes or Commons called* Brancepeth *and* Stockley Moors *or* Commons, *within the Manor and Pariſh of* Brancepeth, *in the County of* Durham.

6 Great Brit. - George II
5
No 7
5



31 Geo. II c. 7

An ACT *for Dividing and Incloſing certain open and common Fields in* Great Glen, *in the County of* Leiceſter, *called* The Upper *or* North End Fields, *and all the common Paſtures, common Meadows, and common and waſte Grounds, within the ſame Fields.*

WHereas the open and common Fields in *Great Glen*, in the County of *Leiceſter*, called *The Upper* or *North End Fields*, and the common Paſtures, common Meadows, and common and waſte Grounds, in the ſame Fields, are computed to conſiſt of about Thirty-two Yard-Lands and an half, and to contain about One thouſand Acres: Preamble.

And whereas *William Hewett*, Eſquire, is Lord of the Manor, and ſeiſed of the Impropriate Rectory of *Great Glen* aforeſaid, and of the perpetual Advowſon, Right of Patronage, and Preſentation, of, in, and to the Vicarage and Pariſh Church of *Great Glen* aforeſaid, and intitled to the Tythes of all the Corn, Grain, and other great Tythes, yearly ariſing, renewing, increaſing, or happening, within the ſaid open and common Fields, common Paſtures, common Meadows, and common and waſte Grounds; and alſo to Six Yard-Lands of the ſaid Thirty-two Yard-Lands and an half; and the Reverend *Caleb Robinſon*, Clerk, is Vicar and Incumbent of the Pariſh and Pariſh Church of *Great Glen* aforeſaid, and as ſuch intitled to half a Yard-Land of the ſaid Thirty-two Yard-Lands and an half, and alſo to the Tythe Wool and Lamb, and all other the Vicarial or ſmall Tythes, yearly ariſing, renewing, increaſing,

creaſing, or happening, within the ſaid open and common Fields, common Paſtures, common Meadows, and common and waſte Grounds, and alſo within ſuch Part of the Town or Hamlet of *Great Glen* aforeſaid, and the Precincts or Liberties thereof, as is called *The Upper* or *North End* of *Great Glen* aforeſaid, in manner following; that is to ſay; as to ſome of them in Kind, and as to the others to a yearly Modus, Compoſition, or Money-Payment, yearly Moduſſes, Compoſitions, or Money-Payments, in lieu thereof: And the Reverend *Peter Shuter*, Clerk, *Green Hodgkin*, *Robert Haymes* the elder, *Robert Haymes* the younger, *George Cooper*, *Thomas Hobſon*, *Thomas Linthwait*, *John Linthwait*, *Thomas Goodrich*, *Mary Hutchings*, and others, are the Owners and Proprietors of the Reſidue of the ſaid Thirty-two Yard-Lands and an half:

And whereas the ſeveral Lands and Grounds of the ſaid Proprietors, in the ſaid open and common Fields, common Paſtures, common Meadows, and common and waſte Grounds, lie intermixed and diſperſed in ſmall Parcels, in and over the ſame Fields, Paſtures, Meadows, and Grounds, and are moſt of them inconveniently ſituated, with reſpect to their ſeveral Houſes, in the Townſhip of *Great Glen* aforeſaid; and, by reaſon thereof, a ſufficient Quantity of Manure and Compoſt cannot, without great Difficulty and Expence, be conveyed to the ſame, nor frequent Treſpaſſes and Diſputes amongſt the ſeveral Proprietors be prevented, which, by Experience, has been found to be very detrimental and inconvenient to the Occupiers thereof; and ſo long as the ſaid open and common Fields, common Meadows, and common and waſte Grounds, lie open, commonable, and uninclоſed, and in their preſent State and Condition, are a great Diſcouragement to Induſtry and Improvement:

And whereas the ſaid *William Hewett*, *Caleb Robinſon*, *Peter Shuter*, *Green Hodgkin*, *Robert Haymes* the elder, *Robert Haymes* the younger, *George Cooper*, *Thomas Hobſon*, *Thomas Linthwait*, *John Linthwait*, *Thomas Goodrich*, *Mary Hutchings*, and others the Owners and Proprietors of Lands and Grounds in the ſaid open and common Fields, are deſirous that the ſame Fields, and the common Paſtures, common Meadows, and common and waſte Grounds therein, may, in ſuch manner, and ſubject to ſuch Rules, Directions, and Proviſoes, as are herein-after inſerted, provided, and declared, be divided and incloſed, and ſpecifick Parts and Shares thereof aſſigned to each Proprietor, according to their reſpective Properties and Intereſts therein; and that a yearly Sum of Sixteen Pounds may, out of ſuch Part of the ſaid Lands and Grounds, and in ſuch manner, and ſubject to ſuch Rules, Directions, and Proviſoes, as herein-after are inſerted, provided, and declared, be allotted or aſſigned to and for the ſaid *Caleb Robinſon* and his Succeſſors, Vicars of the ſaid Vicarage and Pariſh Church of *Great Glen* aforeſaid, for the Time being, for ever, in lieu of the ſaid Tythe Wool and Lamb, and all other Vicarial or ſmall Tythes, and other Tythes, Dues, and Payments, whatſoever, to the Vicar aforeſaid, and ariſing, renewing, increaſing, or happening, within the reſpective Places aforeſaid, except ſuch Tythes, Dues, and Payments only, as are herein-after excepted:

But although ſuch Diviſion and Incloſure as aforeſaid will tend greatly to the Advantage of the Owners and Proprietors of the ſaid open and common Fields, common Paſtures, common Meadows, and common and waſte Grounds, and be an Improvement to their ſeveral and reſpective Properties therein, and alſo be of publick Utility; **Yet** the ſame cannot be effectually eſtabliſhed, without the Aid and Authority of Parliament;

May it therefore pleaſe Your moſt Excellent MAJESTY,

That it may be **Enacted**; **And be it Enacted**, by the KING's moſt Excellent MAJESTY, by and with the Advice and Conſent of the Lords Spiritual

Spiritual and Temporal, and Commons, in this preſent Parliament aſſembled, and by the Authority of the ſame, That *William Wyatt*, of *Seany Park*, in the County of *Stafford*, *Henry Coleman*, of *Burton Overy*, in the ſaid County of *Leiceſter*, *William Blower*, of *Great Dalby*, in the ſaid County of *Leiceſter*, *John Saunders*, of *Ruſhton*, in the County of *Northampton*, and *Thomas Wright*, of *Welford*, in the ſaid County of *Northampton*, Gentlemen, ſhall be Commiſſioners for dividing and incloſing the ſaid open and common Fields, common Paſtures, common Meadows, and common and waſte Grounds, of *The Upper* or *North End* of *Great Glen* aforeſaid, and for putting this Act in Execution. Commiſſioners.

And, for the more juſt and regular Diviſion and Diſtribution of the Lands and Grounds ſo to be divided as aforeſaid, and for the better Aſcertaining the ſame, **It is hereby further Enacted and Declared**, by the Authority aforeſaid, That all the open and common Fields, common Paſtures, common Meadows, and common and waſte Grounds, within *The Upper* or *North End* of *Great Glen* aforeſaid, hereby intended to be incloſed, ſhall be ſurveyed and meaſured by the ſaid *William Wyatt*, or ſuch Perſon or Perſons as he, or the ſaid Commiſſioners, or their Succeſſors, or any Three or more of them, ſhall appoint; and ſuch Survey and Admeaſurement ſhall be reduced into Writing, and the Number of Acres, Roods, and Perches, belonging to each and every Proprietor, ſhall be therein ſet forth, aſcertained, and declared; and the ſaid Survey ſhall be laid before the ſaid Commiſſioners or their Succeſſors, or any Three or more of them, at ſome or One of their Meetings, to be had in purſuance of this Act. Survey and Admeaſurement to be made.

And it is hereby further Enacted, by the Authority aforeſaid, That the ſaid Commiſſioners, or their Succeſſors, or any Three or more of them, ſhall have full Power and Authority, and they are hereby authorized and required, at any time or times after the ſaid Survey ſhall have been made and laid before them, as aforeſaid, but before the Second Day of *February*, One thouſand Seven hundred and Fifty-nine, or ſo ſoon after as conveniently may be (ſubject, nevertheleſs, to the Rules, Orders, and Directions, herein-after contained), in the firſt place, to aſſign, ſet out, allot, and appoint, unto and for the ſaid *Caleb Robinſon*, and his Succeſſors, Vicars of the ſaid Vicarage and Pariſh Church, ſo much of the Land and Ground, Parcel of the ſaid open and common Fields, common Paſtures, common Meadows, and common and waſte Grounds, as ſhall, in the Judgment of them the ſaid Commiſſioners, or their Succeſſors, or any Three or more of them, be, before the Incloſure thereof, equal in Value to the ſaid half Yard-Land, now belonging to the ſaid Vicarage and Pariſh Church as aforeſaid; which Land and Ground, ſo to be aſſigned, ſet out, allotted, and appointed, unto and for the ſaid *Caleb Robinſon*, and his Succeſſors, Vicars of the ſaid Vicarage and Pariſh Church, ſhall be in lieu and Satisfaction of, and full Compenſation for, the ſaid half Yard-Land, and be by him and them for ever afterwards accepted as ſuch: And in the next place, to aſſign, ſet out, allot, and appoint, unto and for the ſaid *William Hewett*, ſuch Parcel and Quantity of Land and Ground, of the Reſidue of the ſaid open and common Fields, common Paſtures, common Meadows, and common and waſte Grounds, after ſuch Allotment as aforeſaid, to and for the ſaid *Caleb Robinſon*, and his Succeſſors, Vicars of the ſaid Vicarage and Pariſh Church, as ſhall contain One full Eighth Part and no more (Quantity and Quality conſidered), of the Remainder of all the Lands and Grounds lying and being in the ſaid open and common Fields, common Paſtures, common Meadows, and common and waſte Grounds, ſo intended to be incloſed as aforeſaid; which ſaid Land and Ground, ſo to be allotted to the ſaid *William Hewett*, ſhall be in lieu of, and as a Recompence and full Satisfaction for, all his rectorial, predial, and impropriate Tythes, ariſing, renewing, or increaſing, out of all or any of the ſaid open and common Fields, common Paſtures, common Meadows, and common and waſte Commiſſioners to allot Lands to the Vicar; and to William Hewett, Eſquire;

waſte Grounds, hereby intended to be incloſed as aforeſaid, and ſhall be ſubject to the Repair of the Chancel of the ſaid Pariſh Church, and to the ſame Sort of Taxes, Charges, Levies, Aſſeſſments, and Payments, as the ſaid rectorial, predial, and impropriate Tythes now are, and, in caſe this Act had not paſſed, would have been ſubject to, and no other; any thing in this Act to the contrary notwithſtanding: And then to divide, and ſet out, aſcertain, and allot, the Reſidue of the ſaid open and common Fields, common Paſtures, common Meadows, and common and waſte Grounds, after ſuch Allotments as aforeſaid, to and for the ſaid *Caleb Robinſon*, and his Succeſſors, Vicars of the ſaid Vicarage and Pariſh Church, and the ſaid *William Hewett* reſpectively, unto, between, and amongſt, the ſaid *William Hewett* and the reſt of the Owners and Proprietors of the ſaid open and common Fields, common Paſtures, common Meadows, and common and waſte Grounds (excluſive of the Vicar of the ſaid Vicarage and Pariſh Church, in reſpect to the ſaid half Yard-Land now belonging to the ſaid Vicarage, and the ſaid *William Hewett*, in reſpect to his ſaid rectorial, predial, and impropriate Tythes), in Proportion to their ſeveral and reſpective Shares and Intereſt, and Right of Common, and other Properties, in, upon, and over, the ſaid open and common Fields, common Paſtures, common Meadows, and common and waſte Grounds, ſo intended to be incloſed as aforeſaid, or any Part or Parts thereof.

and to the ſeveral other Proprietors.

Provided always, and it is hereby Enacted and Declared, That nothing herein contained ſhall extend, or be conſtrued to extend, to authorize or impower the ſaid Commiſſioners, or their Succeſſors, or any of them, to give any undue Preference to any of the Parties intereſted or concerned in the ſaid intended Diviſion and Incloſure, in reſpect to their reſpective Allotments or Shares in the ſaid open and common Fields, common Paſtures, common Meadows, and common and waſte Grounds; but that the ſaid Commiſſioners, or their Succeſſors, in making their Allotments, ſhall have due Regard as well to the Quality as the Quantity of the Lands and Grounds ſo to be divided and allotted, and the Situation and Contiguity of the ſame to the Dwelling-houſes of the ſeveral Proprietors, to and for whom the ſame ſhall be reſpectively aſſigned and allotted.

Commiſſioners to give no undue Preference, but to have Regard to the Quality, as well as Quantity, of Lands.

And it is hereby Enacted, by the Authority aforeſaid, That the Rent or yearly Sum of Sixteen Pounds of lawful Money of *Great Britain*, clear of all Deductions whatſoever (except Land Tax) ſhall be iſſuing and going out of all the ſaid Lands and Grounds (except ſuch Allotments as aforeſaid) to be made to and for the ſaid *Caleb Robinſon*, and his Succeſſors, Vicars of the ſaid Vicarage and Pariſh Church, in reſpect to the ſaid Half Yard-Land, and to and for the ſaid *William Hewett*, in reſpect to his ſaid rectorial, predial, and impropriate Tythes), to be payable and paid by the ſeveral Proprietors thereof out of their reſpective Shares and Allotments, to the ſaid *Caleb Robinſon*, and his Succeſſors, Vicars of the ſaid Vicarage and Pariſh Church, for the Time being, for ever, in the Porch of the ſaid Church, in the ſeveral Proportions which ſhall be aſſigned and appointed by the ſaid Commiſſioners, or their Succeſſors, or any Three or more of them, in purſuance of this Act (who are hereby authorized and directed to aſſign and appoint the ſame) and by Four Quarterly Payments in every Year; to wit, on the Twenty-fourth Day of *June*, the Twenty-ninth Day of *September*, the Twenty-firſt Day of *December*, and the Twenty-fifth Day of *March*; and the Firſt Payment thereof to begin and be made on the Twenty-fourth Day of *June* One thouſand Seven hundred and Fifty-nine: And that the ſaid *Caleb Robinſon*, or his Succeſſors, Vicars of the ſaid Vicarage or Pariſh Church, ſhall not be liable to be taxed, charged, levied, or aſſeſſed, to any Pariſh Levies for or in reſpect of the ſaid yearly Sum of Sixteen Pounds, but ſhall be wholly exempt therefrom: And the Lands and Grounds in the ſaid *Upper* or *North End Fields*, that ſhall be allotted to the ſaid *William Hewett*, in reſpect to his ſaid Six Yard-Lands, *Peter Shuter*, *Robert Haymes* the elder, *Robert Haymes* the younger, *Green Hodgkin*, *George Cooper*, *Thomas Hobſon*, *Thomas*

A Rent to be paid to the Vicar,

Thomas Linthwait, *John Linthwait*, *Thomas Goodrich*, *Mary Hutchings*, and other Owners and Proprietors of Lands and Grounds in the ſame Fields (except the ſaid *Caleb Robinſon*, and his Succeſſors, Vicars of the ſaid Vicarage and Pariſh Church, in lieu of the Lands and Grounds to be allotted to and for him and them in thoſe Fields) ſhall bear and be liable to pay, in an equal Proportion, ſuch Pariſh Levies, for and in reſpect of the ſaid Sum of Sixteen Pounds a Year, as the ſame ſhall, from time to time, be liable to; which ſaid yearly Sum of Sixteen Pounds hereby veſted in the ſaid *Caleb Robinſon*, and his Succeſſors, Vicars of the ſaid Vicarage and Pariſh Church, ſhall be in Lieu and Satisfaction of, and full Compenſation for, the Tythes of Wool and Lamb, and all other the vicarial or ſmall Tythes, and other Tythes, Dues, and Payments whatſoever, to the Vicar of the ſaid Vicarage and Pariſh Church of *Great Glen* aforeſaid, ariſing, renewing, increaſing, or happening, out of, for, or from, the ſaid open and common Fields, common Paſtures, common Meadows, and common and waſte Grounds, or any Part or Parts thereof, or out of, for, or from, all or any the Houſes, Gardens, Orchards, Homeſteads, or Homecloſes, in ſuch Part of the Town or Hamlet of *Great Glen* aforeſaid, and the Precincts or Liberties thereof, as is called *The Upper* or *North End* of *Great Glen* aforeſaid, belonging to the Proprietors of Land or Ground in the ſaid open and common Fields, common Paſtures, common Meadows, and common and waſte Grounds, or from the Owners or Proprietors of the ſaid Houſes, Gardens, Orchards, or Homecloſes, in reſpect of the ſame (ſave and except only Fees for burying in the Church of *Great Glen* aforeſaid, Mortuaries, Surplice Fees of every Kind and Sort, certain uſual yearly Payments called Smoke Penny and Garden Penny, and a yearly *Eaſter* Offering, Due, or Payment, of Four Pence, out of, for, or from, every one of ſuch of the Houſes of the ſaid Proprietors in the ſaid *Upper* or *North End* of the ſaid Town or Hamlet of *Great Glen*, as are called Farm-houſes, and of Two Pence out of, for, or from, every one of the other Houſes of the ſaid Proprietors there, and of One Penny for every Servant, and One Penny for every Sojourner in every of the ſaid Houſes).

in lieu of ſmall Tythes.

Certain Payments reſerved to the Vicar.

Provided always, and it is hereby further Enacted and Declared, That if the ſaid Rent or yearly Sum of Sixteen Pounds, or any Part or Proportion thereof, ſhall be behind or unpaid by the Space of Thirty Days next after any of the ſaid Days whereon the ſame ought to be paid as aforeſaid, then, and ſo often, and from time to time, it ſhall and may be lawful to and for the Vicar of the ſaid Vicarage and Pariſh Church, for the Time being, to enter into and make Diſtreſs of any Goods, Cattle, or Chattels, being upon ſuch ſpecifick Part or Parts, Share or Shares, of the Lands and Grounds, as ſhall, in purſuance of this Act, be charged with, or out of, for, or in reſpect of which ſhall be payable, that Dividend, Share, or Proportion, of the ſaid Rent or yearly Sum, which ſhall be ſo behind or unpaid, and the Diſtreſs and Diſtreſſes, from time to time taken, to lead, drive, carry away, and ſell, or otherwiſe diſpoſe of, for the Recovery of ſuch Rent in Arrear, and all Coſts and Expences, from time totime, attending ſuch Diſtreſs and Diſtreſſes, in the ſame manner as any Landlord or Landlords may, by due Courſe of Law, for the Recovery of Rent: And alſo if it ſhall happen, that the ſaid Rent or Sum of Sixteen Pounds, or any Part or Proportion thereof, ſhall be behind or unpaid by the Space of Sixty Days next after any of the ſaid Days hereby limited and appointed for Payment thereof, and no ſufficient Diſtreſs be upon the Premiſes, that then, and ſo often, and from time to time, it ſhall and may be lawful to and for the Vicar of the ſaid Vicarage and Pariſh Church, for the Time being, into and upon ſuch ſpecifick Part or Parts of the Lands and Grounds, as ſhall, in purſuance of this Act, be charged with that Dividend, Share, and Proportion, of the ſaid Rent or yearly Sum, which ſhall be ſo behind or unpaid, or into and upon any Part thereof, in the Name of the Whole of ſuch ſpecifick Part or Parts, to enter, and to take and receive the

Proviſion for recovering the ſaid Rent, if unpaid.

Rents of such specifick Part or Parts of the same Premises respectively, to his and their own Use, until thereby or therewith, or otherwise, all Arrears of the said Rent or yearly Sum of Sixteen Pounds as shall be so behind and unpaid, and all Costs, Charges, and Damages, sustained or incurred by reason of the Nonpayment thereof, shall be fully paid, satisfied, and discharged.

And whereas the said *Caleb Robinson*, in right of his said Vicarage, is also intitled to the Tythe in Kind of Wool and Pigs, arising, renewing, or happening, in the *Nether* or *South End* Part of *Great Glen* aforesaid, and certain open and common Fields there, called *The Nether* or *South End Fields*, and to a Modus, Composition, or Money Payment, in lieu of or for the Tythe in Kind of Lambs, Cows, Calves, Foals, and other Cattle, from time to time depastured there, in a certain Part or certain Parts of every Year:

Now, to prevent the said *Caleb Robinson*, and his Successors, Vicars of the said Vicarage and Parish Church, from being, by the said intended Inclosure, defeated of, or prejudiced, or injured in respect to, such his and their said Tythes in Kind, and the said Modus, Composition, or Money Payment, by Persons who may occupy Houses or Lands, both in the said *Upper* or *North End* and *Nether* or *South End* Parts of *Great Glen* aforesaid, and the respective Fields thereof; **Be it further Enacted**, by the Authority aforesaid, That if any such Occupier or Occupiers shall, from and after the Twenty-fifth Day of *March* One thousand Seven hundred and Fifty-nine, remove or take any of his, her, or their Sheep, Swine, Lambs, Cows, Calves, Foals, or other Cattle or Beasts, from or out of the said *Nether* or *South End* Part of *Great Glen* aforesaid, or the Fields thereof, to *The Upper* or *North End* Part of *Great Glen* aforesaid, or the Fields thereof, whereby the Vicar of the said Vicarage, for the Time being, shall be defeated of, or prejudiced, or injured, in respect to such his said Tythes in Kind, or the said Modus, Composition, or Money Payment, in or out of the said *Nether* or *South End* Part of *Great Glen* aforesaid, or the Fields thereof, and shall be thereof lawfully convicted before any One or more Justice or Justices of the Peace for the said County of *Leicester*, upon the Oath of One or more credible Witness or Witnesses, or by the Confession of the Party or Parties charged with the Fact (which Oath such Justice or Justices is and are hereby impowered to administer) such Justice or Justices shall and may award the Person or Persons so offending, to make a reasonable and suitable Recompence and Satisfaction for every such Offence, to the Vicar of the said Vicarage, for the Time being, so as the same do not exceed double the Value of the Damage, from time to time, sustained by the Vicar of the said Vicarage by such Offence, together with the full Charges attending such Conviction, to be levied by Warrant, under the Hand and Seal, or Hands and Seals, of such Justice or Justices, by Distress and Sale of the Offender's Goods; rendering the Overplus, upon Demand, to the Owner.

Other Payments reserved to the Vicar.

Provided nevertheless, and it is hereby Declared and Enacted, That the said Commissioners, or their Successors, or any Three or more of them, shall and may ascertain, set out, and appoint, both publick and private Ways or Roads through the said open and common Fields, common Pastures, common Meadows, and common and waste Grounds, so intended to be inclosed, with the Assize and Breadth thereof, so as all such publick Roads to be made shall remain Forty Feet broad between the Ditches; and which said publick Roads or Ways, except Bridle-roads and Foot-ways, in case any such shall be set out by the said Commissioners, or their Successors, or any Three or more of them, shall be ever afterwards amended and repaired at the general Expence of the Inhabitants of *Great Glen* aforesaid, in the same manner as the present publick Roads there are or ought to be repaired, in case the same shall lie open, and not be inclosed, into a Lane from the Ground next adjoining thereto: But in case any One or more of the said Proprietors shall inclose from such publick Road or Roads as shall be awarded through

Commissioners to set out Roads;

through his, her, or their Allotment or Allotments, he, ſhe, or they, and the Owner and Owners of the ſaid Allotment or Allotments, for the Time being, which ſhall be ſo incloſed, ſhall, for ſo long time as the ſame ſhall continue incloſed, repair, maintain, and keep in Repair, ſuch Roads at his and their own Expence; and that all ſuch private Ways, as aforeſaid, ſhall be, for ever, amended and repaired at the Expence of all or ſuch of the ſaid Proprietors, in ſuch manner as the ſaid Commiſſioners, or their Succeſſors, or any Three or more of them, ſhall, in that Behalf, order, direct, and appoint; and that it ſhall not be lawful for any Perſon or Perſons, afterwards, to uſe or claim the Uſe of any Roads or Ways, either old or new, publick or private, over, within, or through, the ſaid Fields intended to be incloſed, or any Part or Parts thereof, either on Foot, or with Horſes, Cattle, or Carriages, other than ſuch Roads and Ways as ſhall be ſo aſcertained, ſet out, and appointed, by the ſaid Commiſſioners, as aforeſaid.

but not to alter the preſent Turnpike-Road.

Provided nevertheleſs, That nothing herein contained ſhall extend, or be conſtrued to extend, to give the ſaid Commiſſioners, or their Succeſſors, or any Three or more of them, any Power or Authority to divert, change, or alter, the preſent Great Poſt or Turnpike-Road leading from *Leiceſter* to *Market Harborough*, in the ſaid County of *Leiceſter*.

Provided always, That any of the Proprietors of the now Incloſures intended to be made, purſuant to this Act, ſhall have full Liberty for the Term of Ten Years, from the Time of the ſaid Incloſure, to erect, or ſet up and continue, any Gate or Gates acroſs any Part of the ſaid Roads againſt his or their own Land, ſave the ſaid Turnpike-Road, for keeping out Sheep and Cattle, and to prevent their deſtroying any Banks, Wood-plants, Quickſets, or Fences, which ſhall be made or planted for incloſing or fencing any Part or Parcel of the ſaid open and common Fields, common Paſtures, common Meadows, and common and waſte Grounds, intended by this Act to be incloſed.

Lands allotted to the Vicar to be fenced, at the Expence of the Proprietors.

And it is hereby further Enacted and Declared, That the Lands and Grounds ſo to be allotted and ſet out to and for the ſaid *Caleb Robinſon*, and his Succeſſors, Vicars of the ſaid Vicarage, in Lieu of the ſaid Half Yard-Land, now belonging to the ſaid Vicarage, ſhall, by and at the Expence of the ſeveral and reſpective Proprietors and Owners of the Lands and Grounds hereby intended to be incloſed, be mounded round by Ditches and Quickſet Hedges, and fenced and preſerved by and with Poſts and Rails, or other ſufficient Fence, in ſuch manner as the ſaid Commiſſioners, or their Succeſſors, or any Three or more of them, ſhall, for that Purpoſe, by any Writing under their Hands and Seals, direct, award, or appoint; and ſhall be, for ever afterwards, kept in Repair by the ſaid *Caleb Robinſon*, and his Succeſſors, Vicars of the ſaid Vicarage and Pariſh Church, for the Time being, on ſuch Sides or Parts thereof as the ſaid Commiſſioners, or their Succeſſors, or any Three or more of them, ſhall, for that Purpoſe, by Writing under their Hands and Seals, direct and appoint: And that all the Hedges, Ditches, and Fences, to be made for the incloſing, ſeparating, and dividing, the Reſidue of the ſaid open and common Fields, common Paſtures, common Meadows, and common and waſte Grounds, purſuant to this Act, ſhall be made, and at all times hereafter repaired and maintained by and at the Expence of ſuch Perſon or Perſons, and in ſuch manner as the ſaid Commiſſioners, or their Succeſſors, or any Three or more of them, ſhall, by any Writing or Writings, under their Hands and Seals, in that Behalf, award, order, direct, or appoint; and ſuch Award, Order, and Determination, made by the ſaid Commiſſioners, or their Succeſſors, or any Three or more of them, in that Behalf, ſhall be binding and concluſive to the ſeveral Parties intereſted, and intitled to ſuch Shares and Allotments, as aforeſaid.

How the other Lands are to be fenced and maintained.

Pro-

Provided, and it is hereby Declared and Enacted, That in caſe any Lands or Grounds upon which any Trees, Underwoods, Hedges, Buſhes, or Shrubs, at the Time of ſuch Allotments, ſhall be ſtanding, growing, or being, ſhall be allotted or aſſigned to any Perſon or Perſons (other than ſuch as was or were the Proprietor or Proprietors thereof, at and immediately before ſuch Allotments); then, and in ſuch Caſe, it ſhall and may be lawful to and for the ſaid Commiſſioners, or their Succeſſors, or any Three or more of them, to value, or cauſe to be valued, all ſuch Trees, Underwoods, Hedges, Buſhes, and Shrubs: And the Perſon or Perſons to whom the Ground ſhall be allotted, whereon any ſuch Trees, Underwoods, Hedges, Buſhes, or Shrubs, ſhall then ſtand, grow, or be, ſhall have an Option to take the ſame at ſuch Valuation, if the Proprietor or Proprietors thereof, before ſuch Incloſure, ſhall be diſpoſed to accept of the ſame: But if ſuch Proprietor or Proprietors of the ſaid Trees, Under-woods, Hedges, Buſhes, or Shrubs, ſhall not be diſpoſed to accept ſuch Valuation, then that it ſhall and may be lawful to and for ſuch Owners and Proprietors thereof, reſpectively, at any ſeaſonable Time or Times, within the Space of Twelve Calendar Months after ſuch Allotment ſhall be made, to enter into and upon the Lands and Grounds upon which ſuch Trees, Underwoods, Hedges, Buſhes, and Shrubs, ſhall be ſtanding and being, and fell and cut down, and with Horſes, Carts, and Carriages, to take and carry away the ſame, at his and their Wills and Pleaſures, and to and for his and their reſpective Uſe and Benefit.

Provided nevertheleſs, That if any ſuch Hedges, now ſtanding upon the Premiſes, ſhall be aſſigned, limited, or appointed, by the ſaid Commiſſioners, or their Succeſſors, or any Three or more of them, as and for a Boundary or Fence for any of the Incloſures ſo intended to be made, as aforeſaid, all ſuch Hedges ſhall be left, for the Benefit of the Perſon or Perſons to whom ſuch new Incloſures ſhall belong, by virtue of this Act; he and they making ſuch Allowance and Conſideration to the former Owners and Proprietors of ſuch Hedges reſpectively, immediately before ſuch Allotments, and at ſuch time or times as the ſaid Commiſſioners, or their Succeſſors, or any Three or more of them, ſhall, in that Behalf, order and appoint.

Commiſſioners to make an Award,

And, for preventing Differences and Diſputes relating to the ſaid Incloſure and Diviſions, **It is hereby Enacted,** by the Authority aforeſaid, That, as ſoon as conveniently may be, after the ſaid Commiſſioners, or their Succeſſors, or any Three or more of them, ſhall have completed and finiſhed the ſaid Partitions and Allotments of the ſaid open and common Fields, common Paſtures, common Meadows, and common and waſte Grounds, hereby intended to be incloſed and divided, as aforeſaid, purſuant to the Purport and Directions of this Act, they, or their Succeſſors, or any Three or more of them, ſhall form and draw up, or cauſe to be formed and drawn up, an Award, or Inſtrument in Writing, which ſhall expreſs and contain the Quantity, in Statute-meaſure, of Acres, Roods, and Perches, contained in the ſaid open and common Fields, common Paſtures, common Meadows, and common and waſte Grounds, ſo intended to be incloſed, as aforeſaid, and the Quantity of each, and every Part and Parcel thereof, aſſigned and allotted to each and every of the Proprietors intitled to, and intereſted in, the ſame; and a Deſcription of the Situation, Buttals, and Boundaries, of the ſame Parcels and Allotments, reſpectively, and proper Orders and Directions for fencing and mounding the ſame, and for making and laying out proper Roads, Ways, and Paſſages, in and through the ſame Premiſes intended to be incloſed; and ſhall alſo expreſs and contain ſuch other Orders, Regulations, and Determinations, as ſhall be proper and neceſſary to be inſerted therein, conformable to the Tenor and Purport of this Act; which ſaid Inſtrument ſhall be fairly ingroſſed and written on Parchment, and ſigned and ſealed by the ſaid Commiſſioners,

ſioners, or their Succeſſors, or any Three or more of them; and ſhall, within Six Calendar Months next after the ſame ſhall be ſo ſigned and ſealed, as aforeſaid, be inrolled in his Majeſty's High Court of Chancery, and by the Clerk of the Peace for the ſaid County of *Leiceſter*, to the end Recourſe may be had to the ſame by any Perſon or Perſons intereſted in the ſaid intended Incloſure; and a Copy thereof, atteſted by any Officer with whom the ſaid Inſtrument ſhall be inrolled, ſhall, from time to time, and at all times hereafter, be admitted and allowed, in all Courts whatſoever, as legal Evidence of the ſame: And the ſeveral Allotments, Partitions, and Diviſions, ſo made by the ſaid Commiſſioners or their Succeſſors, or any Three or more of them, and ſet forth in and by ſuch Award, or Inſtrument in Writing, ſo executed and inrolled, as aforeſaid, ſhall be, and are hereby delared to be, binding and concluſive unto and upon all and every the ſeveral Parties intereſted in, and intitled unto, the ſeveral and reſpective Grounds, Lands, and Premiſes, ſo intended to be incloſed, as aforeſaid.

to be inrolled,

and a Copy allowed as Evidence.

And it is hereby further Enacted, That when the ſaid open and common Fields, common Paſtures, common Meadows, and common and waſte Grounds, intended and appointed by this Act to be incloſed, ſhall be ſet out, aſcertained, and allotted, by the ſaid Commiſſioners, or their Succeſſors, or any Three or more of them, by ſuch Award, Inſtrument, or Writing, as herein before mentioned, the Parcels of Land and Ground ſo allotted and ſet out reſpectively, ſhall, within Eighteen Calendar Months after the ſigning and ſealing the ſaid Award, Inſtrument, or Writing, be incloſed, hedged, ditched, and fenced, in ſuch manner as the ſaid Commiſſioners, or their Succeſſors, or any Three or more of them, ſhall, by ſuch their Award, order and direct; and that it ſhall and may be lawful to and for the ſaid reſpective Perſons to whom ſuch Shares and Allotments ſhall be aſſigned and allotted, by virtue of this Act, from time to time, and at all times, during the Term of Ten Years next after ſigning and ſealing the ſaid Award, Inſtrument, or Writing, to ſet down or place Poſts and Rails, or any other Fence, on the outſide the Ditches bounding their reſpective Allotments, not exceeding Two Feet from ſuch Ditches, for the better Preſervation of their young Hedges, and to take and carry away ſuch Poſts and Rails, or other Fences, at any time before the End of the ſaid Term.

Allotments to be incloſed within a certain Time.

And it is hereby further Provided, Enacted, and Declared, That convenient Gaps and Openings ſhall be left in the ſaid Fences and Incloſures, for the Space of Twelve Calendar Months next enſuing the Execution of the ſaid Inſtrument or Writing, for the Paſſage of Cattle, Carts, and Carriages, in, by, and through, the ſame, unleſs the ſeveral Parties intereſted therein ſhall agree that the ſame ſhall be ſooner fenced in, made up, and incloſed.

And it is hereby further Enacted, by the Authority aforeſaid, That the ſeveral Lands and Grounds to be divided, aſſigned, ſet out, allotted, and appointed, unto and for the ſeveral Perſons who, by virtue of this Act, ſhall be intitled to the ſame, ſhall be in full Bar of, and Satisfaction and Compenſation for, his, her, and their, ſeveral Pieces and Parcels of Ground which he, ſhe, or they had before the Paſſing of this Act, or immediately before the ſaid Allotments made, and which were and are lying diſperſed in the ſaid open and common Fields, common Paſtures, common Meadows, and common and waſte Grounds, within the ſaid *Upper* or *North End* of *Great Glen* aforeſaid; and alſo in full Bar, Satisfaction, and Compenſation, for all Right of Common, and other Right whatſoever, in, over, and upon, the ſaid open and common Fields, common Paſtures, common Meadows, and common and waſte Grounds, reſpectively; and that from and immediately after the Making of the ſaid Diviſions and Allotments, and the Execution of the ſaid Award or Inſtrument, of ſuch Tenor and Purport as afore-mentioned, or ſo ſoon after as the ſaid Commiſſioners, or their Succeſſors, or any Three or more of them, ſhall, by the ſaid Award or Inſtrument, appoint all Right of

Allotments to be taken in lieu of Lands in the ſaid Fields.

Common belonging to, or claimed by, all and every the ſaid Owners, Proprietors, or Occupiers, of Lands, Tenements, or other Hereditaments, within the ſaid *Upper* or *North End Fields* of *Great Glen* aforeſaid, in, over, and upon, all or any the ſaid open and common Fields, common Paſtures, common Meadows, and common and waſte Grounds, ſo intended to be incloſed, as aforeſaid, and every Part thereof, ſhall ceaſe, determine, and be for ever extinguiſhed: And that all and every Leaſe and Leaſes ſubſiſting of all or any Part or Parts of the ſaid open and common Fields, common Paſtures, common Meadows, and common and waſte Grounds, hereby intended to be incloſed, and all other Agreements, for any Time or Term therein, ſhall immediately, upon ſuch Allotments and Diviſions being made, and ſuch Award or Inſtrument's being executed, as aforeſaid, or ſo ſoon thereafter as the ſaid Commiſſioners, or their Succeſſors, or any Three or more of them, ſhall, by the ſaid Award or Inſtrument, appoint, ceaſe, determine, and be void, the reſpective Owners and Proprietors of the ſaid open and common Fields, common Paſtures, common Meadows, and common and waſte Grounds, who have made any ſuch Leaſe or Leaſes, or Agreements, making ſuch Satisfaction to ſuch Leſſee or Leſſees, Tenant or Tenants, as the ſaid Commiſſioners, or their Succeſſors, or any Three or more of them, ſhall aſcertain as reaſonable to be paid to ſuch Leſſee or Leſſees, Tenant or Tenants, on Account thereof, or as an Equivalent for the ſame.

All Leaſes to be void, Satisfaction being made to the Tenants, as the Commiſſioners ſhall appoint.

And whereas it will be a great Detriment to ſuch of the Proprietors as ſhall have any Shares or Allotments aſſigned or allotted to them by virtue of this Act, in ſuch of the ſaid Fields as ſhall happen to be the Fallow Field the Year in which ſuch Allotments and Diviſions ſhall be made, as aforeſaid, if the Tillage Parts of the ſaid Fields have not Two ſeveral Tilts, as is uſual, in that Year, betwixt the Spring and the Firſt of *Auguſt*; **It is therefore hereby further Enacted,** by the Authority aforeſaid, That the Tillage Parts of ſuch of the ſaid Fields as ſhall happen to be the Fallow Fields the Year wherein ſuch Diviſions and Allotments ſhall be made, as aforeſaid, ſhall be plowed in an Huſband-like manner two ſeveral times in that Year, betwixt the Spring and the Firſt Day of *Auguſt*; and that every Proprietor or Occupier, who ſhall neglect or refuſe ſo to plow his or her Parts of the ſaid Fields, in manner as aforeſaid, ſhall forfeit and pay, to the new Proprietors reſpectively, by virtue of this Act, of ſuch Parts reſpectively ſo not plowed as aforeſaid, Five Shillings an Acre for every Tilt omitted, and ſo in proportion for every greater or leſſer Quantity than an Acre; to be recovered by Application to the General or Quarter-Seſſions of the Peace for the County of *Leiceſter*, in a ſummary Way, which Matter ſuch Court of Seſſions are hereby authorized and impowered to hear and finally determine, and to cauſe the Money that ſhall appear to be due to any Perſon or Perſons, complaining on the Account aforeſaid, to be levied by Diſtreſs and Sale of the Offender or Offender's Goods or Chattels, by Warrant or Order of the ſame Court, with reaſonable Coſts: And alſo, that if any of the ſaid Proprietors ſhall not have as much Tillage Land allotted to them in that Field, by virtue of this Act, as they ſhall ſo plow therein as aforeſaid, they ſhall have and receive reſpectively, from the Proprietors of the new Allotments reſpectively, ſuch Allowances and Satisfaction, for ſuch their plowing as aforeſaid, as the ſaid Commiſſioners, or their Succeſſors, or any Three or more of them, ſhall think reaſonable and direct; and that ſuch Allowance and Satisfaction ſhall be recovered as aforeſaid, with Coſts, as aforeſaid.

Directions concerning the plowing the ſaid Fields upon Exchange.

And it is hereby further Enacted, That from and after the Paſſing of this Act, the ſaid Commiſſioners, or their Succeſſors, or any Three or more of them, ſhall order, direct, and appoint, the Courſe of Huſbandry that ſhall be uſed in the Tillage Parts of all the ſaid common Fields (except as to ſuch Plowing as aforeſaid in that Field which ſhall be fallow the Year in which ſuch Diviſions and Allotments ſhall be made as aforeſaid), till ſuch time as they ſhall have completed their

their ſaid Award; and that all and every Perſon's Eſtate in the ſaid open Fields ſhall be liable and ſubject to ſuch Directions as they ſhall appoint, as well with regard to the ſtocking as to the plowing, tilling, ſowing, or laying down, the ſame.

Provided always, and be it further Enacted, That nothing in this Act contained ſhall extend, or be conſtrued, adjudged, or taken, to extend, to revoke, make void, alter, or annul, any Will or Wills, Settlement or Settlements, or to prejudice any Perſon or Perſons, having any Right or Claim of Dower, Jointure, Portion, Debt, Rent, Out Rent, Fee-farm Rent, Incumbrance, or other Demand, out of, upon, or affecting, any Lands or Grounds ſo intended to be incloſed and divided, as aforeſaid, or any Part or Parcel thereof, reſpectively (other than and except ſuch Leaſe or Leaſes, or Agreements, as aforeſaid); but that each and every Proprietor ſhall ſtand and be ſeiſed of and in the ſeveral Lands and Grounds to be aſſigned and allotted to him, her, or them, as aforeſaid, by the ſaid intended Diviſion and Incloſure, as aforeſaid, to ſuch and the ſame Uſe, and for ſuch and the ſame Eſtates and Intereſts, and ſubject to ſuch and the ſame Wills, Powers, Proviſoes, Limitations, Truſts, Charges, Rents, Out Rents, Fee-farm Rents, Incumbrances, and Demands, (other than and except ſuch Leaſe or Leaſes, or Agreements, as aforeſaid), as he, ſhe, or they, reſpectively would have ſtood ſeiſed of, and in his, her, or their ſeveral Lands and Grounds lying in the ſaid open and common Fields, common Paſtures, common Meadows, and common and waſte Grounds, ſo intended to be incloſed, as aforeſaid, in caſe the ſame had remained unincloſed, or this Act had not been made; any thing herein contained to the contrary thereof in any-wiſe notwithſtanding.

Nothing to make void any Will or Settlement.

Provided always, and it is hereby Enacted, That Executors in Truſt, Guardians, Huſbands, or Truſtees of or for any Perſon or Perſons under Age, or otherwiſe incapable by Law to accept ſuch Allotments as ſhall be made by the ſaid Commiſſioners, or their Succeſſors, or any Three or more of them, ſhall be and are hereby required and enabled to accept thereof for and to the Uſe of ſuch Perſon or Perſons; and ſuch Acceptance ſhall be and is hereby declared to be as valid and effectual, as if the ſaid Perſons had been of Age, or capable of acting for themſelves.

Truſtees to accept Allotments for Perſons incapable.

Provided nevertheleſs, That any Non-claim, or Non-acceptance, of any Guardian, Huſband, Committee, Truſtee, Tenant for Life, or Attorney, ſhall not exclude or any way prejudice the Claim of Acceptance of any Infant, Femecovert, or other Perſon under ſuch Diſability or Incapacity as aforeſaid, who ſhall claim or accept within One Year after ſuch Diſability or Incapacity is removed; or of any Perſon or Perſons intitled as Heir, or in Remainder, after the Death of any Perſon dying under ſuch Diſability or Incapacity, who ſhall claim or accept within One Year after his, her, or their Right, Title, or Intereſt, ſhall have deſcended to them or accrued.

And whereas ſeveral of the Owners and Proprietors of the Lands and Grounds lying in the open and common Fields, common Paſtures, common Meadows, and common and waſte Grounds, ſo intended or directed to be incloſed as aforeſaid, his, her, or their Truſtee or Truſtees, Committee or Committees, Guardian or Guardians, may have Occaſion to borrow Money, to pay and defray their reſpective Shares and Proportions of the Charges and Expences incident to and attending ſuch Incloſure and Diviſion, and the obtaining and paſſing this Act, and the neceſſary Subdiviſions of the ſaid Allotments, and of borrowing Money for thoſe Purpoſes, and cannot, by reaſon of ſome Settlement or Settlements already made of the Grounds, Lands, and Premiſes, or ſome Part thereof, or ſome other Impediments, Incapacity, or Incumbrances, reſpectively affecting the ſame, make an effectual Security thereof for the Money wanted

Proprietors of Lands may borrow Money to incloſe.

wanted to be raiſed and borrowed for the Purpoſes aforeſaid, **Be it therefore Enacted**, by the Authority aforeſaid, That it ſhall and may be lawful to and for the Huſbands, Guardians, Truſtees, or Committees, of any of the ſaid Owners or Proprietors, being under Coverture, Minors, Lunaticks, or beyond the Seas, and to and for every of them, for the Time being, and to and for all Perſons acting as Guardians, Truſtees, or Committees, of any of the ſaid Owners or Proprietors, being under Coverture, Minors, Lunaticks, or beyond the Seas, and to and for every of them, for the Time being, and to and for any of the ſaid Owners and Proprietors, being Tenants in Tail, or for Life only, and to and for every of them reſpectively, for the Time being (except the Vicar, for the Time being, of the ſaid Vicarage and Pariſh Church of *Great Glen* aforeſaid) by and with the Conſent and Approbation of the ſaid Commiſſioners, or their Succeſſors, or any Three or more of them, teſtified in Writing, under their Hands and Seals, from time to time, to charge the Lands and Grounds which ſhall be aſſigned and allotted to them the ſaid Owners and Proprietors reſpectively, by virtue and in purſuance of this Act, with any Sum or Sums of Money, for the Purpoſes before-mentioned, and for ſecuring the Re-payment of ſuch Sum and Sums of Money, with Intereſt, to grant, mortgage, leaſe, or demiſe, or otherwiſe ſubject, the Lands and Grounds ſo to be aſſigned and allotted, unto ſuch Perſon or Perſons as ſhall advance and lend the ſame reſpectively, for any Term or Number of Years, ſo as ſuch Grant or Demiſe be made with a Proviſo or Condition to ceaſe and be void, or, with an expreſs Truſt, to be ſurrendered when ſuch Sum or Sums of Money, thereby to be ſecured, with the Intereſt thereof, ſhall be fully paid and ſatisfied.

Commiſſioners to give Notice of their Meetings.

And it is hereby further Enacted and Declared, That every ſuch Grant, Mortgage, Leaſe, or Demiſe, of the ſaid Ground, Land, and Premiſes, or any Part or Parts thereof, ſo to be made in purſuance of this Act, ſhall be good, valid, and effectual, in the Law, for the Purpoſes thereby intended, notwithſtanding the want of Title in the ſaid Huſbands, Guardians, Truſtees, or Committees, or in the Perſons acting as ſuch, or in the ſaid Tenants in Tail, or for Life; any Settlement, Will, Truſt, Uſe, Remainder, Limitation, or other Incumbrance, of or concerning the ſame Grounds, Lands, and Premiſes, or any Part or Parts thereof, then in being, or capable of taking Effect, to the contrary notwithſtanding.

And it is hereby further Enacted, by the Authority aforeſaid, That the ſaid Commiſſioners or their Succeſſors, or any Three or more of them, do and ſhall, and they are hereby required to give publick Notice in the Pariſh Church of *Great Glen* aforeſaid, upon ſome *Sunday*, immediately after Divine Service, of the Time and Place of the Firſt Meeting of the ſaid Commiſſioners, for the executing of the Powers hereby veſted in them, at leaſt Six Days before ſuch Meeting; and ſhall alſo give the like Notice of Six Days of every ſubſequent Meeting, for putting in Execution the Powers veſted in them by this Act, at the Pariſh Church aforeſaid; Meetings by Adjournment only excepted.

Commiſſioners dying, or refuſing to act, others to be appointed.

And it is further Enacted, by the Authority aforeſaid, That when and as often as any One or more of the ſaid Commiſſioners appointed by this Act, or to be elected, in the Manner herein-after mentioned, ſhall die or refuſe to act, the Perſons who reſpectively, for the Time being, ſhall be intereſted in the ſaid open and common Fields, common Paſtures, common Meadows, and common and waſte Grounds, ſo intended to be incloſed as aforeſaid, or the greater Part of them, in Number and Value, do and ſhall, from time to time, within Two Calendar Months next after the Death or Refuſal of ſuch Commiſſioner or Commiſſioners to act, by Writing under their Hands and Seals, appoint One or more Commiſſioner or Commiſſioners, not intereſted in the ſaid intended Incloſure, inſtead of ſuch Commiſſioner or Commiſſioners dying or refuſing to act as aforeſaid; and every Commiſſioner or Commiſſioners, ſo to be appointed as aforeſaid, ſhall have the like Power and Authority by virtue of this Act, as the Commiſſioner

miſſioner or Commiſſioners, in whoſe Place or Places he or they ſhall ſucceed, was or were veſted with; provided that Notice be given, in the Pariſh Church of *Great Glen* aforeſaid, of the Time and Place of chuſing ſuch Commiſſioner or Commiſſioners, at leaſt Ten Days before every ſuch Meeting.

Time of Acceptance of Allotments

And whereas it is requiſite that ſome convenient Time ſhould be fixed for every Perſon intitled to any Part of the ſaid intended Incloſure, to accept of their reſpective Allotments and Shares; **Be it therefore Enacted**, by the Authority aforeſaid, That all and every ſuch Perſon and Perſons ſhall, and they are hereby required to accept his, her, and their reſpective Allotments and Shares, within the Space of Six Calendar Months after the Execution of the aforeſaid Award or Inſtrument, and Notice to him, her, or them, reſpectively given by the ſaid Commiſſioners or their Succeſſors, or any Three or more of them, for that Purpoſe: And in caſe any Perſon or Perſons ſhall neglect or refuſe to accept his, her, or their Allotment or Allotments, within the Time afore-mentioned, ſuch Perſon or Perſons, ſo neglecting or refuſing, ſhall be totally excluded from having or accepting any Benefit or Advantage by this preſent Act, and alſo from any Eſtate, Intereſt, or Right of Common, or other Property whatſoever, in or to any the Lands and Grounds aſſigned and allotted to any other Perſon or Perſons by virtue of this Act.

And whereas the ſaid *William Hewett* is ſeiſed of a little Croft, Homeſtead, or Home-cloſe, in the ſaid *Upper* or *North End* Part of *Great Glen* aforeſaid, containing about Three Roods of Ground, bounded on the Eaſt by a Croft, Homeſtead, or Home-cloſe, of the ſaid *Thomas Hobſon*, and on the Weſt by a little Croft, Homeſtead, or Home-cloſe, in the ſaid *Upper* or *North End* Part of *Great Glen* aforeſaid, containing alſo about Three Roods of Ground, whereof the ſaid *Green Hodgkin* is ſeiſed, and which is bounded on the Weſt by a Croft, Homeſtead, or Home-cloſe, belonging to the ſaid *Caleb Robinſon*, in Right of his ſaid Vicarage; **It is hereby Enacted**, by the Authority aforeſaid, That the ſaid Two little Crofts, Home-ſteads, or Home-cloſes of the ſaid *William Hewett* and *Green Hodgkin* reſpectively, ſhall, from the Twenty-fifth Day of *March* One thouſand Seven hundred and Fifty-nine, be exchanged for Land and Ground out of the Allotment of the ſaid *Thomas Hobſon*, in virtue of this Act, in the ſaid open and common Fields, common Paſtures, common Meadows, and common and waſte Grounds, in the Judgment of the ſaid Commiſſioners, or their Succeſſors, or any Three or more of them, of equal Value with each of the ſaid reſpective Crofts, Home-ſteads, or Home-cloſes, of the ſaid *William Hewett* and *Green Hodgkin* reſpectively, (the Situation, Quantity, and Quality, of ſuch Land and Ground, the Expence of incloſing thereof, and the Value of the Hedges and Trees ſtanding and being in the ſaid Two Crofts, Homeſteads, or Home-cloſes, conſidered) to be ſet out and allotted by the ſaid Commiſſioners, or their Succeſſors, or any Three or more of them (and which the ſaid Commiſſioners, or their Succeſſors, or any Three or more of them, are hereby authorized and required to ſet out and allot) to and for each of them the ſaid *William Hewett* and *Green Hodgkin*, in lieu of their ſaid reſpective Crofts, Homeſteads, or Home-cloſes; and that the ſaid *Thomas Hobſon*, and all other Perſons having any Right, Title, or Intereſt, in or to the ſaid Land and Ground ſo to be ſett out and allotted, to and for the ſaid *William Hewett* and *Green Hodgkin*, reſpectively, ſhall, in lieu thereof, for ever have, hold, and enjoy, the ſaid Two Crofts, Homeſteads, or Home-cloſes, whereof the ſaid *William Hewett* and *Green Hodgkin* are now reſpectively ſeiſed as aforeſaid; and that the ſaid *William Hewett* and *Green Hodgkin* reſpectively, and all other Perſons having any Right, Title, or Intereſt, in or to the ſaid Two Crofts, Homeſteads, or Home-cloſes, reſpectively, ſhall, in lieu thereof, for ever reſpectively have, hold, and enjoy, the Land and Ground, which ſhall be ſo ſet out and allotted to and for the ſaid *William Hewett* and *Green Hodgkin* reſpectively.

How the Expences of ſurveying, &c. are to be paid and recovered.

And it is hereby further Declared and Enacted, by the Authority aforeſaid, That the Charges and Expences of paſſing this Act, and all the Coſts and Charges attending the ſame, and the Coſts and Charges of ſurveying, admeaſuring, dividing, and allotting, the ſaid open and common Fields, common Paſtures, common Meadows, and common and waſte Grounds, ſo intended to be incloſed as aforeſaid, and of the preparing and inrolling the ſaid Award or Inſtrument, and all other the Charges and Expences of the ſaid Commiſſioners, and other neceſſary Expences about and concerning the ſaid Premiſes, ſhall be borne and defrayed, as well by the Impropriator of the ſaid Tythes, as by all the Proprietors and Owners of Lands in the ſaid open and common Fields, common Paſtures, common Meadows, and common and waſte Grounds, ſo appointed to be incloſed, other than and except the Vicar of the ſaid Vicarage and Pariſh Church of *Great Glen* aforeſaid, by an equal Pound Rate, according to the Value of the Lands and Grounds each Perſon ſhall have allotted to him, her or them, by virtue of this Act to be ſettled, adjuſted, and determined, by the ſaid Commiſſioners, or their Suceſſors, or any Three or more of them: And that in caſe any of the Perſons aforeſaid ſhall refuſe or neglect to pay his, her, or their Share or Proportion, Shares or Proportions, of ſuch Charges or Expences, within the Time to be limited by the ſaid Commiſſioners, or their Succeſſors, or any Three or more of them, to ſuch Perſon or Perſons as they, or any Three or more of them, ſhall appoint to receive the ſame, then the ſaid Commiſſioners, or their Succeſſors, or any Three or more of them, ſhall and may, by Warrant under their Hands and Seals, directed to any Perſon or Perſons whatſoever, cauſe the ſame to be levied by Diſtreſs and Sale of the Goods and Chattels of the Perſon or Perſons ſo neglecting or refuſing to pay the ſame; rendering the Overplus (if any) on Demand, to the Owner or Owners of ſuch Goods and Chattels, after deducting the Coſts and Charges of taking or making ſuch Diſtreſs or Diſtreſſes, and Sale or Sales; or otherwiſe it ſhall and may be lawful to and for the ſaid Commiſſioners, or their Succeſſors, or any Three or more of them, to enter into and upon the Premiſes ſo to be allotted to ſuch Perſon or Perſons refuſing or neglecting to pay as aforeſaid, and to take the Rents and Profits thereof, until thereby or therewith the Share or Shares, Proportion or Proportions, of the ſaid Coſts and Charges, to be directed, awarded, and appointed, by the ſaid Commiſſioners, to be paid by ſuch Perſon or Perſons as aforeſaid; and alſo all Coſts, Charges, and Expences, occaſioned by or attending ſuch Entry upon, or Perception of the Rents and Profits of the ſaid Premiſes, ſhall reſpectively be fully paid and ſatisfied.

A Saving of Rights to the Lords of Manors.

Provided always, and it is hereby further Enacted and Declared, by the Authority aforeſaid, That nothing in this Act contained ſhall prejudice, leſſen, or defeat, the Right, Title, or Intereſt, of the Lord or Lords of any Manor or Manors, Lordſhip or Lordſhips, or reputed Manor or Manors, Lordſhip or Lordſhips, within the Juriſdiction or Limits whereof the ſaid open and common Fields, common Paſtures, common Meadows, and common and waſte Grounds, hereby directed to be incloſed, or any Part thereof, are lying or being, or of their Heirs or Aſſigns, of, in, and to, the Seigniories and Royalties incident or belonging to ſuch Manors or Lordſhips, or reputed Manors or Lordſhips: But ſuch Lord or Lords, for the Time being, and all and every Perſon or Perſons claiming under him or them, as Lord or Lords of the ſaid Manor or Manors, Lordſhip or Lordſhips, or reputed Manor or Manors, Lordſhip or Lordſhips, ſhall and may, from time to time, and at all times hereafter, hold and enjoy all Rents, Services, and Courts, Perquiſites and Profits of Courts, and all other Royalties and Privileges to the ſaid Manor or Manors, Lordſhip or Lordſhips, or reputed Manor or Manors, Lordſhip or Lordſhips, or to the Lord or Lords thereof, or to any claiming under him or them, incident, appendant, belonging, or appertaining, (other than and except ſuch Common of Paſture, or other Common Right, as can or may be claimed, or belong to him or them reſpectively, in,

over,

over, and upon the Premiſes ſo directed and appointed to be allotted to the ſeveral Proprietors as aforeſaid) in as full, ample, and beneficial manner, to all Intents and Purpoſes, as they ought or might to have held or enjoyed the ſame, before the paſſing this Act, or in caſe the ſame had never been made.

General Saving to the King and others.

Saving to the KING's Moſt Excellent MAJESTY, his Heirs and Succeſſors, and to all and every other Perſon and Perſons, Bodies Politick and Corporate, his, her, and their Heirs, Succeſſors, Executors, and Adminiſtrators, (Other than and except the ſaid *William Hewett*, the Vicar of the ſaid Vicarage and Pariſh Church, for the Time being; the ſaid *Peter Shuter*, *Robert Haymes* the elder, *Robert Haymes* the younger, *Green Hodgkin*, *George Cooper*, *Thomas Hobſon*, *Thomas Linthwait*, *John Linthwait*, *Thomas Goodrich*, *Mary Hutchins*, and all other Perſons intereſted in, or intitled to, any of the Lands or Grounds in the ſaid common Fields, or to any Common Right, ariſing in or within the ſaid open and common Fields, common Paſtures, common Meadows, and common and waſte Grounds, or to any Common Right ariſing in or within the ſame, his, her, and their Heirs, Succeſſors, Executors, and Adminiſtrators, reſpectively); All ſuch Eſtate, Right, Title, and Intereſt, as they, every, or any of them, had and enjoyed of, in, to, or out of, the ſaid open and common Fields, common Paſtures, common Meadows, and common and waſte Grounds, ſo intended and appointed to be incloſed, as aforeſaid, before the paſſing this Act, or could or ought to have had or enjoyed, in caſe the ſame had not been made: But no ſuch other Perſon or Perſons, Bodies Politick or Corporate, his, her, or their Heirs, Executors, Adminiſtrators, or Succeſſors, ſhall have Power to defeat the End and Deſign of this Act, by avoiding, impeaching, or in any-wiſe diſturbing, any of the ſeveral Diviſions, Allotments, or Appointments of Lands and Grounds, to be made in purſuance of this Act, or the yearly Rent aforeſaid; but he, ſhe, and they, ſhall be ſo far bound by this Act, as to accept the ſeveral Allotments and Appointments which ſhall be allotted and aſſigned, by virtue of this Act, in lieu of all ſuch Lands, Grounds, and Common Right, as he, ſhe, or they, ſhall claim to be intitled to, or would have been intitled to, in caſe this Act had not been made: And all and every ſuch other Perſon and Perſons, Bodies Politick and Corporate, his, her, and their Heirs, Executors, Adminiſtrators, and Succeſſors, ſhall be intitled to recover ſuch Lands and Grounds, Allotments or Appointments, ſo to be allotted and aſſigned, in lieu, as aforeſaid, and no other, as fully as he, ſhe, or they, would have been intitled to have recovered the Lands, Grounds, and Common Right, in lieu of which ſuch Allotments and Appointments ſhall be aſſigned and alotted, as aforeſaid.

An ACT *for Dividing and Incloſing certain open and common Fields in* Great Glen, *in the County of* Leiceſter, *called* The Upper *or* North End Fields, *and all the common Paſtures, common Meadows, and common and waſte Grounds, within the ſame Fields.*

[1758.]

An Act for vesting the Forests of Singleton & Charlton in Trustees for certain purposes

No 9



358 f. 3

6

31 Geo. II. c. 9.

c. 8 not printed.

WHEREAS by Articles of Agreement, bearing Date the Fifth Day of *May*, One Thouſand Seven Hundred and Nineteen, made previous to the Marriage of the Moſt Noble *Charles* late Duke of *Richmond*, *Lenox* and *Aubigny*, deceaſed (then Earl of *March*) with the Moſt Noble *Sarah*, late Dutcheſs of *Richmond*, *Lenox* and *Aubigny*, his Wife, alſo deceaſed, (then Lady *Sarah Cadogan*) who was one of the two Daughters and Coheirs of the Right Honourable *William* late Earl *Cadogan* deceaſed, and made between the Moſt Noble *Charles* Duke of *Richmond* and *Lenox*, Father of the ſaid Earl of *March*, of the one Part, and the ſaid Earl *Cadogan*, of the other Part; the ſaid Earl *Cadogan* did covenant, That he would acknowledge a Recognizance in the Sum of One Hundred Thouſand Pounds, as a Security to lay out the Sum of Sixty Thouſand Pounds in the Purchaſe of Lands, Tenements or Hereditaments in *England* of an Eſtate in Fee-Simple to be ſettled to the Uſes therein-mentioned, and among other (after the Deceaſe of the ſaid Earl of *March* and Lady *Sarah Cadogan*) **To the Uſe** of all and every the Children of the ſaid Earl of *March*, to be begotten on the Body of the ſaid Lady *Sarah Cadogan* (the eldeſt Son, in Caſe there ſhould be any, always excepted) equally to be divided between them, Share and Share alike, as Tenants in common, and not as joint Tenants, and to their ſeveral and reſpective Heirs of their reſpective Bodies iſſuing: And for Want of ſuch Iſſue, **To the Uſe** and Behoof of ſuch eldeſt Son, if there be any, and the Heirs of his Body lawfully to be begotten: And for Want of ſuch Iſſue, **To the Uſe** and Behoof of the ſaid Earl *Cadogan*, his Heirs and Aſſigns for ever.

And whereas the ſaid Earl *Cadogan* did afterwards acknowledge before the Lord Chief Juſtice of his Majeſty's Court of Common Pleas, at *Weſtminſter*, a Recognizance in the Nature of a Statute-Staple, of the Penalty of One Hundred Thouſand Pounds, but died before he had laid out the ſaid Sixty Thouſand Pounds, or any Part thereof.

And whereas the ſaid Earl *Cadogan* made his laſt Will and Teſtament in Writing, bearing Date the Twenty-ſeventh Day of *June*, One Thouſand Seven Hundred and Twenty-ſix, whereby he ratified

and confirmed the ſaid Marriage Articles, and gave whatever Eſtate he had, or was intitled to after the Deceaſe of the ſaid late Duke and Dutcheſs of *Richmond*, without Iſſue of their Bodies, by Virtue of the ſaid Marriage Articles, to his youngeſt Daughter Lady *Margaret Cadogan*, and her Iſſue: And, for Want of ſuch Iſſue, to his Brother Colonel *Cadogan*, now *Charles* Lord *Cadogan*, his Heirs and Executors. And did alſo (among other Deviſes and Bequeſts therein contained) Give, Deviſe and Bequeath unto the Right Honourable *Henry Petit*, Eſquire, Earl of *Shelburn* in the Kingdom of *Ireland* (ſince deceaſed) the Right Honourable *John* Lord *Carteret*, Lord Lieutenant of *Ireland*, now Earl of *Granville*, and to his ſaid Brother Colonel *Cadogan*, now *Charles* Lord *Cadogan*, their Heirs, Executors and Adminiſtrators, **All** his Manors, Houſes, Lands, Tenements and Hereditaments, with their and every of their Appurtenances in *England*, and alſo all his Plate, Jewels, Houſhold Goods, and Perſonal Eſtate whatſoever, not therein before diſpoſed of; **In Truſt** that they ſhould ſell and diſpoſe of the ſame, and by and out of the Monies raiſed by ſuch Sale or Sales, pay and ſatisfy, in the firſt Place, all ſuch Sums of Money as he had agreed and covenanted to pay by Virtue of the ſaid Marriage Articles: And did appoint his ſaid Truſtees to be likewiſe Truſtees for ſecuring and laying out the ſame accordingly, and alſo Executors of his ſaid Will.

And whereas by a Decree made in the High Court of Chancery on the Eleventh Day of *July* One Thouſand Seven Hundred and Twenty-eight, on the Hearing of a Cauſe depending in the ſaid Court between the ſaid *Charles* Duke of *Richmond* and *Lenox*, and the ſaid *Sarah* Dutcheſs of *Richmond* and *Lenox* his Wife, and others Plaintiffs, the ſaid *Charles* Lord *Cadogan*, *Henry* Earl of *Shelburn*, and *John* Lord *Carteret*, now Earl of *Granville*, Truſtees and Executors of the late Earl *Cadogan*, and others, Defendants, **It was** (among other Things) ordered and decreed, That the ſaid Executors and Truſtees of the ſaid late Earl *Cadogan*'s Will ſhould ſell all his Real and Perſonal Eſtate in *England*, not ſpecifically deviſed, and the Entry-Coach in *Holland*, with the Approbation of Mr. *Eld*, one of the Maſters of the ſaid Court, to the beſt Purchaſer or Purchaſers that could be got for the ſame, and out of the Money ariſing by ſuch Sale the ſaid Sixty Thouſand Pounds was to be in the firſt Place paid and laid out in the Purchaſe of Lands, with the ſaid Maſter's Approbation, and ſettled to ſuch of the Uſes in the ſaid Duke of *Richmond*'s Marriage Articles as were ſtill ſubſiſting, excepting the Remainder to the late Earl *Cadogan* and his Heirs, and that Remainder was to be veſted in the ſaid Truſtees, and their Heirs, until the further Direction of the Court.

And whereas the ſaid *Charles* Duke of *Richmond*, and *Sarah* Dutcheſs of *Richmond* his Wife, are both dead, having left Iſſue of the Marriage two Sons, to wit, the Moſt Noble *Charles* now Duke of *Richmond*,

Richmond, *Lenox* and *Aubigny*, and the Right Honourable *George Henry Lenox*, commonly called Lord *George Henry Lenox*, and five Daughters, to wit, the Right Honourable Lady *Georgina Carolina Lenox*, who intermarried with the Right Honourable *Henry Fox*, Eſquire, the Right Honourable Lady *Amelia Lenox*, who intermarried with the Right Honourable *James* Earl of *Kildare* in the Kingdom of *Ireland* and Viſcount *Leinſter* in the Kingdom of *Great Britain*, the Right Honourable Lady *Auguſta Louiſa Lenox*, the Right Honourable Lady *Sarah Lenox*, and the Right Honourable Lady *Cecilia Margaretta Lenox*, and no other Iſſue, and the ſaid Lord *George Henry Lenox*, Lady *Auguſta Louiſa Lenox*, Lady *Sarah Lenox*, and Lady *Cecilia Margaretta Lenox*, are all under the Age of Twenty-one Years.

And whereas the ſaid *Charles* Duke of *Richmond*, deceaſed, made his laſt Will and Teſtament, in writing bearing Date the Twenty-ſixth Day of *February*, in the Year One Thouſand Seven Hundred and Forty-nine, and thereby appointed the ſaid *Sarah* Dutcheſs of *Richmond*, his Wife, Guardian of the ſaid Lord *George Henry Lenox*, Lady *Auguſta Louiſa Lenox*, Lady *Sarah Lenox*, and Lady *Cecilia Margaretta Lenox*, during her Life, and, after her Death, appointed the Moſt Noble *Thomas Holles* Duke of *Newcaſtle*, the Right Honourable *William Ann* Earl of *Albemarle* (ſince deceaſed) the ſaid *James* Earl of *Kildare*, *Charles* Lord *Cadogan*, *Henry Fox*, and *Thomas Hill*, Eſquires, their Guardians during their reſpective Minorities.

And whereas the ſaid Maſter *Eld*, by his Report, bearing Date the Twenty-ſixth Day of *February*, One Thouſand Seven Hundred and Fifty-ſeven, made in Purſuance of an Order, bearing Date the Twenty-ninth Day of *January* then laſt, **Did** (among other Things) certify, That he had proceeded to take an Account of the ſeveral Eſtates which had from Time to Time been purchaſed out of the ſaid Sum of Sixty Thouſand Pounds Truſt Money in the aforeſaid Order mentioned, and found, that there had been purchaſed out of the ſaid Truſt-Money, in Purſuance of the ſaid Decree, and with his Approbation, the ſeveral Eſtates mentioned in the Schedule to his ſaid Report annexed, and here-under written; in the Purchaſe of which ſeveral Eſtates he found, that there had been paid the ſeveral Sums of Money particularly mentioned and ſet forth in the ſaid Schedule, amounting together to the Sum of Fifty-ſeven Thouſand Four Hundred and Nine Pounds Nineteen Shillings and Eight-pence, which Sum being deducted out of the aforeſaid Sum of Sixty Thouſand Pounds, there appeared to remain the Sum of Two Thouſand Five Hundred and Ninety Pounds and Four-pence, to be yet laid out in the Purchaſe of Lands in Purſuance of the ſaid Decree; but he found, that the only remaining Fund to anſwer the ſaid Sum of Two Thouſand Five Hundred and Ninety Pounds and Four-pence, did conſiſt of the Sum of One Thouſand Five Hundred and Fifty-ſeven Pounds Eighteen Shillings and Seven-

pence,

pence, Bank-Annuities of Three Pounds Ten Shillings *per Centum*, ſtanding in the Names of the Truſtees, as in his ſaid Report was before mentioned, and that the Difference between the Value of the ſaid One Thouſand Five Hundred and Fifty-ſeven Pounds Eighteen Shillings and Seven-pence Bank-Annuities, and the ſaid Two Thouſand Five Hundred and Ninety Pounds and Four-pence, had aroſe from the Loſs by the Price of Stocks ſold to complete the Purchaſe of the Eſtate in the County of *Wilts* in the ſaid Schedule mentioned.

And whereas the ſaid Lord *George Henry Lenox*, Lady *Georgina Carolina Fox*, *Amelia* Counteſs of *Kildare*, Lady *Auguſta Louiſa Lenox*, Lady *Sarah Lenox*, and Lady *Cecilia Margaretta Lenox*, being the younger Children of the late Duke and Dutcheſs of *Richmond*, are, by Virtue of the ſaid Marriage Articles of One Thouſand Seven Hundred and Nineteen, ſeverally ſeized of and intitled to the Lands already purchaſed, and remaining to be purchaſed, with the ſaid Sixty Thouſand Pounds, as Tenants in Common, to them and the Heirs of their reſpective Bodies, with Croſs-Remainders of ſuch their reſpective Shares, in Caſe of any of their Deaths without Iſſue, to the Survivors of them as Tenants in Common, in Tail with other Remainders over, ſo that the ſaid *Henry Fox* and Lady *Georgina Carolina* his Wife, and the ſaid *James* Earl of *Kildare* and *Amelia* Counteſs of *Kildare* his Wife, are now enabled, and the ſaid Lord *George Henry Lenox*, Lady *Auguſta Louiſa Lenox*, Lady *Sarah Lenox*, and Lady *Cecilia Margaretta Lenox*, when they ſhall reſpectively attain their ſeveral Ages of Twenty-one Years, will be enabled to ſuffer Recoveries of their reſpective undivided Sixth-Parts of the ſaid Premiſſes, and thereby bar the Intails and Remainders created by the ſaid Marriage Articles of One Thouſand Seven Hundred and Nineteen, and alſo the Reverſion or Remainder in Fee of the ſaid Premiſes deviſed by the Will of the ſaid Earl *Cadogan*: But it would be very prejudicial to all the Parties intereſted therein, that the ſaid Eſtates ſhould be ſo ſevered and divided into Six Parts among the younger Children of the ſaid late Duke and Dutcheſs of *Richmond*.

And whereas the ſaid *Charles*, now Duke of *Richmond*, in Order to prevent the great Prejudice and Inconvenience which muſt neceſſarily happen by the Diviſion of the ſaid Eſtates already purchaſed with Part of the ſaid Sixty Thouſand Pounds, and remaining to be purchaſed with the ſaid One Thouſand Five Hundred and Fifty-ſeven Pounds Eighteen Shillings and Seven-pence, conſolidated Three and One Half *per Cent.* Bank-Annuities, being the Remainder of the ſaid Sum of Sixty Thouſand Pounds, made the following Propoſal to the ſaid *Henry Fox*, and Lady *Georgina Carolina* his Wife, *James* Earl of *Kildare*, and *Amelia* Counteſs of *Kildare* his Wife, Lord *George Henry Lenox*, Lady *Auguſta Louiſa Lenox*, Lady *Sarah Lenox*, and Lady *Cecilia Margaretta Lenox*, (to wit) That he the ſaid Duke would take the ſaid purchaſed Eſtates, and the One Thouſand Five Hundred and Fifty-ſeven Pounds

Pounds Eighteen Shillings and Seven-pence, Bank-Annuities remaining, and, in Conſideration thereof, that he would pay and give Security for the Sum of Sixty Thouſand Pounds in Manner following (that is to ſay) that he would pay to the ſaid *Henry Fox* Ten Thouſand Pounds, to the ſaid *James* Earl of *Kildare* Ten Thouſand Pounds, and give Security for the Payment of Ten Thouſand Pounds to the ſaid Lord *George Henry Lenox* on his attaining his Age of Twenty-one Years, and for the Payment of Ten Thouſand Pounds each to the ſaid Lady *Auguſta Louiſa Lenox*, Lady *Sarah Lenox*, and Lady *Cecilia Margaretta Lenox*, on their attaining their reſpective Ages of Twenty-one Years, or Days of Marriage, reſpectively, and in Caſe of the Death of the ſaid Lord *George Henry Lenox* before his attaining his Age of Twenty-one Years without Iſſue, or of the ſaid Lady *Auguſta Louiſa Lenox*, Lady *Sarah Lenox*, and Lady *Cecilia Margaretta Lenox*, before their Ages of Twenty-one Years, and unmarried, for the Payment of their reſpective Ten Thouſand Pounds, to ſuch Perſon or Perſons as ſhould be intitled by Virtue of the ſaid Marriage Articles, Earl *Cadogan*'s Will, and the ſaid Decree, to their reſpective Shares of the ſaid purchaſed Eſtates and Bank-Annuities.

And whereas the ſaid *Henry Fox*, and Lady *Georgina Carolina* his Wife, and the ſaid *James* Earl of *Kildare*, and *Amelia* Counteſs of *Kildare* his Wife, conceiving the ſaid Propoſal to be for the general Benefit and Advantage of the family, were willing and deſirous to accept thereof; but the ſaid Lord *George Henry Lenox*, Lady *Auguſta Louiſa Lenox*, Lady *Sarah Lenox*, and Lady *Cecilia Margaretta Lenox*, being Infants could not give their Conſent thereto, and therefore the ſame was, by an Order of the ſaid Court, referred to the ſaid Maſter *Eld*, to conſider whether it would be for their Benefit that the ſaid Propoſal ſhould be carried into Execution; and the ſaid Maſter hath, in Purſuance thereof, made his Report, bearing Date the Seventh Day of *February*, One Thouſand Seven Hundred and Fifty-eight, whereby he certified that he conceived the ſame to be for their Benefit; which Report hath been ſince confirmed by Order of the ſaid Court, bearing Date the Eleventh Day of the ſame *February*, but by Reaſon of the Minority of the ſaid Lord *George Henry Lenox*, Lady *Auguſta Louiſa Lenox*, Lady *Sarah Lenox*, and Lady *Cecilia Margaretta Lenox*, the ſaid Propoſal cannot be carried into Execution without the Aid and Aſſiſtance of an Act of Parliament, in order to diſcharge the Eſtates already purchaſed, with Part of the ſaid Sixty Thouſand Pounds, and the ſaid Sum of One Thouſand Five Hundred and Fifty-ſeven Pounds Eighteen Shillings and Seven Pence, Bank Annuities purchaſed with the Remainder thereof, and remaining to be laid out in Lands from the Eſtates, Uſes, and Truſts to which the ſame are at preſent ſubject.

Therefore and to the End that the ſaid Propoſal may be carried into Execution, at the humble Suit of Your Majeſty's moſt dutiful and loyal Subjects, the ſaid Lord *George Henry Lenox*, Lady *Auguſta*

Louiſa Lenox, Lady *Sarah Lenox*, and Lady *Cecilia Margaretta Lenox*, Infants, by and with the Conſent of the ſaid *Thomas Holles* Duke of *Newcaſtle*, *James* Earl of *Kildare*, *Charles* Lord *Cadogan*, *Henry Fox*, and *Thomas Hill*, their ſaid Guardians; and alſo by and with the Conſent of the ſaid *Charles* Duke of *Richmond*, *Lenox*, and *Aubigny*, *Henry Fox*, and Lady *Georgina Carolina* his Wife, *James* Earl of *Kildare*, and *Amelia* Counteſs of *Kildare* his Wife, and of *George* Earl of *Albemarle*, *George Bridges Brudenell*, Eſquire, and *William Folkes*, Eſquire, who, together with the ſaid *Charles* Lord *Cadogan*, are Truſtees as to the ſaid Sum of Sixty Thouſand Pounds.

Be it Enacted, by the King's Moſt Excellent Majeſty, by and with the Advice and Conſent of the Lords Spiritual and Temporal and Commons, in this preſent Parliament aſſembled, and by the Authority of the ſame, That the Foreſts of *Singleton* and *Charlton*, and the Manors of *Singleton* and *Charlton*, in the County of *Suſſex*, and all other the Manors, Meſſuages, Lands, Tenements and Hereditaments in the Counties of *Suſſex* and *Wilts*, in the ſaid Schedule mentioned, with their and every of their Rights, Members, and Appurtenances, as the ſame are more particularly deſcribed in the ſeveral Conveyances and Surrenders thereof in the ſaid Schedule mentioned, and which have been purchaſed with the Sum of Fifty-ſeven Thouſand Four Hundred and Nine Pounds Nineteen Shillings and Eight Pence, Part of the ſaid Sum of Sixty Thouſand Pounds, and the Reverſion and Reverſions, Remainder and Remainders, Rents, Iſſues, and Profits thereof, be veſted in and ſettled upon, and the ſame with their and every of their Appurtenances are hereby veſted in and ſettled upon the ſaid *George* Earl of *Albemarle*, *Charles* Lord *Cadogan*, and *George Bridges Brudenell*, and their Heirs, **To the Uſe** of them the ſaid *George* Earl of *Albemarle*, *Charles* Lord *Cadogan*, and *George Bridges Brudenell*, their Heirs and Aſſigns, abſolutely freed and diſcharged of and from all the Eſtates, Uſes, Truſts, Bequeſts, Powers, Limitations, Proviſoes, Charges and Agreements whatſoever, limited, created, deviſed, expreſſed and declared, of and concerning the ſame, by the ſaid recited Marriage Articles of the Fifth Day of *May*, One Thouſand Seven Hundred and Nineteen, the ſaid Will of the ſaid *William* Earl *Cadogan*, and the ſaid Decree herein before recited, or any of them, **In Truſt** nevertheleſs, to convey and aſſure the ſame unto the ſaid *Charles* now Duke of *Richmond*, *Lenox*, and *Aubigny*, his Heirs and Aſſigns, or to ſuch Perſon or Perſons as he the ſaid *Charles*, now Duke of *Richmond*, *Lenox*, and *Aubigny*, ſhall nominate and appoint his, her, or their Heirs and Aſſigns, upon his the ſaid Duke's Payment of the Sum of Ten Thouſand Pounds, to the ſaid *Henry Fox*, and the like Sum of Ten Thouſand Pounds to the ſaid *James* Earl of *Kildare*, and the further Sum of Ten Thouſand Pounds, to the ſaid *George* Earl of *Albemarle*, *Charles* Lord *Cadogan*, and *George Bridges Brudenell*, and entering into and acknowledging before the Lord Chief Juſtice of his Majeſty's Court of Common Pleas at *Weſtminſter*, one Recognizance in the nature of a Statute Staple, to

the

the ſaid *George* Earl of *Albemarle*, *Charles* Lord *Cadogan*, and *George Bridges Brudenell*, in the Penalty of Sixty Thouſand Pounds, and in Truſt in the mean Time, to ſuch Perſon and Perſons, for ſuch Eſtate and Eſtates, as would have been intitled to the ſame in caſe this Act had not been made.

And be it further Enacted, by the Authority aforeſaid, That on the ſaid *Charles*, now Duke of *Richmond*, *Lenox*, and *Aubigny*, his making the ſaid Payment of Ten Thouſand Pounds, to the ſaid *Henry Fox*, and the Payment of the like Sum of Ten Thouſand Pounds, to the ſaid *James* Earl of *Kildare*, and the further Sum of Ten Thouſand Pounds, to the ſaid *George* Earl of *Albemarle*, *Charles* Lord *Cadogan*, and *George Bridges Brudenell*, and entering into and acknowledging ſuch Statute Staple as aforeſaid, they the ſaid *Charles* Lord *Cadogan*, and *William Folkes* ſhall, and may transfer to the ſaid Duke, or to ſuch Perſon or Perſons as he ſhall appoint, to and for his and their own Uſe and Benefit the ſaid One Thouſand Five Hundred and Fifty-ſeven Pounds Eighteen Shillings and Seven Pence, conſolidated Three and an Half *per Cent.* Bank Annuities ſtanding in their Names; and that the ſame ſhall not be ſubject or liable to any of the Uſes, Truſts, Deviſes, Bequeſts, Limitations, or Agreements in the ſaid Marriage Articles of the Fifth Day of *May* One Thouſand Seven Hundred and Nineteen, or in the Will of the ſaid *William* Earl *Cadogan*, or the ſaid Decree, or either of them mentioned or contained.

Provided, And it is further Enacted, by the Authority aforeſaid, That the ſaid Statute Staple ſo to be entered into and acknowledged by the ſaid *Charles* now Duke of *Richmond*, *Lenox*, and *Aubigny*, to the ſaid *George* Earl of *Albemarle*, *Charles* Lord *Cadogan*, and *George Bridges Brudenell*, and the ſaid Sum of Ten Thouſand Pounds ſo to be paid to them as aforeſaid, ſhall be a Security only for the due Performance of the ſaid Propoſal, and the Payment of the ſaid Four ſeveral Sums of Ten Thouſand Pounds each, upon the Contingencies herein before mentioned, with Intereſt in the mean Time after the Rate of Four Pounds *per Cent. per Ann.* and that until ſuch Time as one of the ſaid Four Sums of Ten Thouſand Pounds each ſhall become payable, it ſhall and may be lawful to and for the ſaid *George* Earl of *Albemarle*, *Charles* Lord *Cadogan*, and *George Bridges Brudenell*, and the Survivors and Survivor of them, and the Executors and Adminiſtrators of ſuch Survivor, with the Privity and Approbation of the ſaid *Charles* Duke of *Richmond*, to place out the ſaid Sum of Ten Thouſand Pounds, to be paid to them as aforeſaid, upon the Publick Funds, or on Government or Real Securities, at Intereſt in their own Names, in order to be applied towards the Payment and Diſcharge of the firſt of the ſaid Four Sums of Ten Thouſand Pounds each, which ſhall become payable, and the Intereſt thereof at Four Pounds *per Cent. per Ann.* in the mean Time.

Provided alſo, And it is further Enacted, by the Authority aforeſaid, That the ſaid Statute Staple, ſo to be acknowledged, ſhall not, in any manner. affect or incumber the ſaid Park called *Sedgwick* Park, and other the Premiſes in the County of *Suſſex*, late the Eſtate of *John Bennet*, Eſquire, and purchaſed for the Sum of Ten Thouſand One Hundred and Three Pounds Seventeen Shillings and Eight Pence, nor the Manors or Lordſhips, or reputed Manors or Lordſhips of *Barwick Baſſett*, *Winterborne Baſſett*, and *Richardſton*, otherwiſe *Richardſon*, and other the Premiſes in the County of *Wilts*, late the Eſtate of *Thomas Baskerville*, Eſquire, and purchaſed for the Sum of Twenty-ſix Thouſand Three Hundred and Seventy-one Pounds Two Shillings, or any Part thereof.

And be it further Enacted, by the Authority aforeſaid, That on Payment of the ſaid Sum of Ten Thouſand Pounds to the ſaid *Henry Fox*, and the like Sum of Ten Thouſand Pounds to the ſaid *James* Earl of *Kildare*, and the further Sum of Ten Thouſand Pounds to the ſaid *George* Earl of *Albemarle*, *Charles* Lord *Cadogan*, and *George Bridges Brudenell*, by the ſaid *Charles* Duke of *Richmond*, *Lenox*, and *Aubigny*, and on his entering into and acknowledging the ſaid Statute Staple to the ſaid *George* Earl of *Albemarle*, *Charles* Lord *Cadogan*, and *George Bridges Brudenell*, he the ſaid *Charles* Duke of *Richmond*, *Lenox*, and *Aubigny*, and his Heirs, and all and every other Perſon and Perſons to whom, by his Appointment, any Conveyances and Aſſurances ſhall be made of the ſaid Foreſts, Manors, Lands, Tenements, Hereditaments, and Premiſes, or any Part thereof, ſhall and may, at all Times after ſuch Conveyances and Aſſurances made, have, hold, and enjoy the ſaid Foreſts, Manors, Lands, Tenements, Hereditaments and Premiſes, free and abſolutely diſcharged of from and againſt all and every the Uſes, Eſtates, Truſts, Powers, Proviſoes, Limitations, and Agreements, limited, created, expreſſed, and declared, as aforeſaid, of and concerning the ſame; and that they the ſaid *George* Earl of *Albemarle*, *Charles* Lord *Cadogan*, *William Folkes*, and *George Bridges Brudenell*, ſhall thereupon be, and are hereby declared to be indemnified againſt all Demands from all, every, or any Perſon or Perſons to whom, or to whoſe Uſe the ſaid Foreſts, Manors, Lands, Tenements, and Hereditaments have been limited and ſettled, in Purſuance of the ſaid Marriage Articles of the Fifth Day of *May* One Thouſand Seven Hundred and Nineteen, the Will of the ſaid *William* Earl *Cadogan*, and the ſaid Decree as aforeſaid.

Provided alſo, And it is hereby further Enacted, by the Authority aforeſaid, That they the ſaid *George* Earl of *Albemarle*, *Charles* Lord *Cadogan*, and *George Bridges Brudenell*, or any of them, or the Executors or Adminiſtrators of any of them, ſhall not be anſwerable or accountable for any Money which may come to their Hands, by Virtue of their Truſt as aforeſaid; but what the Perſon ſo to be anſwerable or accountable ſhall reſpectively receive; and that any one of them ſhall not be anſwerable for the Acts, Receipts, Neglects, and Defaults

Defaults of the other of them; and alſo that they the ſaid *George* Earl of *Albemarle*, *Charles* Lord *Cadogan*, and *George Bridges Brudenell*, their reſpective Executors and Adminiſtrators ſhall, by and out of ſuch Truſt-Monies, as ſhall or may come to their reſpective Hands by Virtue of this Act, retain to and reimburſe themſelves all Coſts, Charges, Damages, and Expences, that they ſhall and may reſpectively ſuſtain, or be put unto for or by reaſon of the Truſts hereby in them repoſed, or the Management and Execution thereof.

Saving and reſerving nevertheleſs, to the King's moſt Excellent Majeſty, his Heirs and Succeſſors, and all and every other Perſon and Perſons, Bodies Politic and Corporate, their reſpective Heirs, Succeſſors, Executors, Adminiſtrators, and Aſſigns, (other than and except the ſaid *Charles*, now Duke of *Richmond*, *Lenox*, and *Aubigny*, the ſaid *Henry Fox*, and Lady *Georgina Carolina* his Wife, the ſaid *James* Earl of *Kildare*, and *Amelia* Counteſs of *Kildare* his Wife, the ſaid Lord *George Henry Lenox*, Lady *Auguſta Louiſa Lenox*, Lady *Sarah Lenox*, and Lady *Cecilia Margaretta Lenox*, and the Iſſue of the ſeveral Bodies of them the ſaid *Charles* now Duke of *Richmond*, *Lenox*, and *Aubigny*, Lord *George Henry Lenox*, Lady *Georgina Carolina Fox*, *Amelia* Counteſs of *Kildare*, Lady *Auguſta Louiſa Lenox*, Lady *Sarah Lenox*, and Lady *Cecilia Margaretta Lenox*, and other than and except the Heirs of the ſaid *William* late Earl *Cadogan*, and all Perſons claiming under his Will, and alſo except the ſaid *George* Earl of *Albemarle*, *Charles* Lord *Cadogan*, *William Folkes*, and *George Bridges Brudenell*) all ſuch Right, Title, Intereſt, Claim, and Demand, as they or any of them have, had, or might or ought to have had, in, to, or out of the ſaid Foreſts, Manors, Lands, Tenements, Hereditaments, and Premiſes, with the Appurtenances, hereby veſted in Truſt to be conveyed, or the ſaid Sum of One Thouſand Five Hundred and Fifty-ſeven Pounds Eighteen Shillings and Seven Pence, Bank Annuities hereby enacted to be transferred as aforeſaid, or any Part thereof, in caſe this Act had not been made.

The Schedule mentioned and referred to in the Maſter's Report, and in the above written Act, containing an Account of the Eſtates purchaſed out of the Sum of Sixty Thouſand Pounds Truſt-Money, and alſo the Particulars of the ſeveral Sums of Money paid for the Eſtates ſo purchaſed.

1730. PAID for the Purchaſe of the Foreſts of *Singleton* and *Charlton*, and of the Manors of *Singleton* and *Charlton*, in the County of *Suſſex*, and the Timber and Wood growing thereon, which by Indenture Tripartite approved by the ſaid Maſter, and inrolled in the Court of Chancery, bearing Date the 2d Day

		l.	s.	d.
	of *September* 1730, and made between the Right Honourable *Richard* Earl of *Scarborough* of the firſt Part, the Moſt Noble *Charles* Duke of *Richmond* and *Lenox*, and the Moſt Noble *Sarah* Dutcheſs of *Richmond* and *Lenox* his Wife, of the ſecond Part, and the Right Honourable *William* Earl of *Albemarle*, the Honourable *James Brudenell*, Eſquire, only Brother of the Right Honourable *George* Earl of *Cardigan*, and *Edward Brudenell* of *London*, Gentleman, were conveyed to the ſaid Earl of *Albemarle*, *James Brudenell*, and *Edward Brudenell*, and their Heirs, the Sum of - - - -	20,000	0	0
1734.	**Paid** for the Purchaſe of a Copy-hold Meſſuage and Lands held of the ſaid Manor of *Charlton* in the County of *Suſſex*, which were ſurrendered by *William Sheppard*, Gentleman, to the ſaid Earl of *Albemarle*, *James Brudenell*, and *Edward Brudenell*, and their Heirs, the Sum of - - -	500	0	0
1734.	**Paid** for the Purchaſe of a Copy-hold Tenement and Lands, and a Meſſuage and Cottage held of the ſaid Manor of *Charlton* in the County of *Suſſex*, which were ſurrendered by *Henry Francis Moore*, Eſquire, and *John Wyvill*, Eſquire, and *Frances* his Wife, to the Uſe of the ſaid late Duke of *Richmond*, and his Heirs, who declared the Truſt thereof -	300	0	0
1738.	**Paid** for the Purchaſe of *Sedgwick-Park* and Lands, near *Horſeham* in the ſaid County of *Suſſex*, which by Indenture of Four Parts, approved of by the ſaid Maſter, and inrolled in the Court of Chancery, bearing Date the 21ſt Day of *December* 1738, and made between *Elizabeth Denn* of the Pariſh of Saint *George*, *Bloomſbury*, in the County of *Middleſex*, Widow, of the firſt Part, *John Bennett*, Eſquire, then one of the Maſters of the ſaid Court, and *Frances* his Wife, of the ſecond Part, the Moſt Noble *Charles* Duke of *Richmond*, *Lenox* and *Aubigny*, and the Moſt Noble *Sarah* Dutcheſs of *Richmond*, *Lenox* and *Aubigny*, his Wife, of the third Part, and the ſaid Earl of *Albemarle*, and *James Brudenell*, of the fourth Part, were conveyed to the ſaid Earl of *Albemarle*, and *James Brudenell*, and their Heirs, the Sum of - - - - -	10,103	17	8
1748.	**Paid** for the Purchaſe of a Copyhold-Meſſuage and Lands, held of the ſaid Manor of *Singleton*, in the County of *Suſſex*, which were ſurrendered by			

John

John Hartley, *Edward Budd*, and *Sarah* his Wife, and *Edward Budd* the younger, Son of the ſaid *Edward Budd* and *Sarah* his Wife, to the Uſe of the ſaid late Duke of *Richmond*, and his Heirs, who declared the Truſt thereof - - - - | *l.* | *s.* | *d.*
---|---|---
135 | 0 | 0

1754. **Paid** for the Purchaſe of the Manor of *Barwick*, *Baſſet*, and ſeveral other Manors and Lands, in the County of *Wilts*, which by Indenture Tripartite approved by the ſaid Maſter, and inrolled in the ſaid Court of Chancery, bearing Date the 9th Day of *April* 1754, and made between *Thomas Baſkerville* of the City of *New-Sarum*, in the County of *Wilts*, Eſquire, only Son and Heir of *Richard Baſkerville*, late of *Richardſon* in the ſaid County of *Wilts*, Eſquire, deceaſed, by *Jane* his Wife, alſo deceaſed, *Edward Poore* of the *Cloſe* of *New-Sarum*, in the ſaid County of *Wilts*, Eſquire, *John Thorpe* of the City of *New-Sarum*, Wine-Merchant, *Robert Cooper* of the ſame City, Linnen-Draper, and *John Cooper* of *New-Sarum* aforeſaid, Gentleman, Truſtees for Sale of the Eſtate of the ſaid *Thomas Baſkerville*, of the firſt Part, the Right Honourable the Lord *George Henry Lenox*, the Right Honourable *Henry Fox*, Eſquire, and the Right Honourable Lady *Georgina Carolina Fox*, Wife of the ſaid *Henry Fox*, the Right Honourable *James* Earl of *Kildare* in the Kingdom of *Ireland*, and Viſcount *Leinſter* in the Kingdom of *Great Britain*, and the Right Honourable *Amelia* Counteſs of *Kildare*, Wife of the ſaid *James* Earl of *Kildare*, the Right Honourable Lady *Auguſta Louiſa Lenox*, the Right Honourable Lady *Sarah Lenox*, and the Right Honourable Lady *Cecilia Margaretta Lenox*, which ſaid Lord *George Henry Lenox*, Lady *Georgina Carolina Fox*, *Amelia* Counteſs of *Kildare*, Lady *Auguſta Louiſa Lenox*, Lady *Sarah Lenox*, and Lady *Cecilia Margaretta Lenox*, are the Six younger Children of *Charles* late Duke of *Richmond*, *Lenox* and *Aubigny*, deceaſed by *Sarah* late Dutcheſs of *Richmond*, *Lenox* and *Aubigny*, his Wife, alſo deceaſed, and the Moſt Noble *Charles* Duke of *Richmond*, *Lenox* and *Aubigny*, eldeſt Son and Heir of the ſaid *Charles* Duke of *Richmond*, by the ſaid *Sarah* Dutcheſs of *Richmond*, deceaſed, of the ſecond Part, and the Right Honourable *William Ann* Earl of *Albemarle*, Knight of the Moſt Noble Order of the Garter, the Right Honourable *Charles* Lord *Cadogan*, and *William Folkes* of the Pariſh of Saint *George*, *Queen-Square*, in the County of *Middleſex*,

Eſquire,

	l.	s.	d.
Eſquire, Truſtees, in whoſe Names the ſaid Sum of Sixty Thouſand Pounds was to be laid out, of the third Part, were conveyed to, and to the Uſe of the ſaid Lord *George Henry Lenox*, Lady *Georgina Carolina Fox*, Lady *Amelia* Counteſs of *Kildare*, Lady *Auguſta Louiſa Lenox*, Lady *Sarah Lenox*, and Lady *Cecilia Margaretta Lenox*, equally to be divided between them, Share and Share alike, as Tenants in common, and not as joint Tenants, and of their ſeveral and reſpective Heirs of their reſpective Bodies iſſuing, and, for want of ſuch Iſſue, to the Uſe and Behoof of the ſaid *Charles* Duke of *Richmond*, Party thereto, and the Heirs of his Body, lawfully to be begotten; and, for want of ſuch Iſſue, to, and to the Uſe of the ſaid *William Ann* Earl of *Albemarle*, *Charles* Lord *Cadogan*, and *William Folkes*, and their Heirs, purſuant to the Decree made in this Cauſe, the Sum of - - -	26,371	2	0
	57,409	19	

AN

ACT

For veſting the Foreſts and Manors of *Singleton* and *Charlton*, and other Manors, Lands, Tenements and Hereditaments, in the Counties of *Suſſex* and *Wilts*, in Truſtees, and their Heirs, upon the Truſts therein-mentioned, freed and diſcharged from the Eſtates, Uſes and Truſts, to which the ſame are at preſent ſubject, and for other Purpoſes therein-mentioned.

K. Great Brit. - George II
35 Geo. 3
2
No 10
7
31 Geo. II. c. 10.

An ACT *for Incloſing and Dividing the Moors and Commons within the Chapelry of* Hamſterly, *in the Manor of* Wolſingham, *and County of* Durham.

WHereas there is a large Common or Moor, or Tract of waſte Land, which, in various Parts thereof, is called by ſeveral Names, but is moſt commonly called or known by the Name or Names of *Hamſterly*, *South Bedburn* and *Lyneſack*, and *Softley* Moors or Commons, ſituate within the ſeveral Townſhips of *Hamſterly*, *South Bedburn* and *Lyneſack*, and *Softley*, in the Manor of *Wolſingham*, and Chapelry of *Hamſterly*, and in the County of *Durham*, containing together, by Eſtimation, Seven thouſand Acres of Ground, or thereabouts:

And whereas the Right Reverend Father in God *Richard*, Lord Biſhop of *Durham*, in Right of his Church and See of *Durham*, is Lord of the ſaid Manor of *Wolſingham*, in the ſaid County of *Durham*, and, as ſuch, is ſeiſed of, or intitled to, the Soil of the ſaid Commons, Moors, or waſte Lands, as being Parcel of or belonging to the ſaid Manor:

And whereas the Right Honourable *Henry* Earl of *Darlington*, *William* Lord Viſcount *Vane*, Sir *John Eden*, Baronet, *John Cuthbert*, *Farrer Wrenn*, *John Blackett*, *William Lowes*, *Richard Wharton*, *George Surtees*, Eſquires, *William Blackett*, *Ralph Walton*, *William Leaton*, *Richard Cowdell*,

dell, and *Ralph Hodgſon*, Gentlemen, and ſeveral other Perſons, are, reſpectively, Owners and Proprietors of ſeveral Freehold Lands or Tenements, ſituate, lying, and being in the ſaid Townſhips, and alſo of ſeveral Cuſtomary or Copyhold Lands or Tenements, alſo ſituate, lying, and being within the ſaid Townſhips, held of the ſaid Manor of *Wolſingham*, by Copy of Court-Roll; and the ſaid ſeveral Perſons, their Truſtees, Leſſees, Farmers, or Tenants, in reſpect of, or as appendant, appurtenant, or belonging to, their ſaid ſeveral Lands or Tenements, are intitled to a Right of Common in and upon the ſaid Commons, Moors, or Waſtes, and being willing and deſirous to improve their Eſtates and Properties in the ſaid Townſhips, and that the ſaid Commons or waſte Grounds may be cultivated and improved, and rendered of ſome Uſe and Value, have propoſed and agreed, with the Conſent of the ſaid Lord of the ſaid Manor, that the ſame ſhall be incloſed, allotted, and divided, unto and amongſt the ſeveral Perſons intitled to ſuch Right of Common thereon as aforeſaid, and that a ſpecifick Part or Share thereof may be aſſigned and allotted to each Perſon, to be held by them in Severalty, in ſuch manner, with, under, and ſubject to, ſuch Rents, Charges, Rules, Orders, and Directions, as herein-after are mentioned:

But although ſuch Incloſure and Diviſion, ſo propoſed and agreed upon as aforeſaid, would not only be of great Advantage to all Perſons intereſted in the Premiſes, and tend greatly to the Improvement of their ſeveral Eſtates in the ſaid Townſhips, but would be alſo of publick Utility, **Yet** the ſame cannot be eſtabliſhed and rendered effectual, without the Aid and Authority of Parliament;

May it pleaſe Your MAJESTY,

That it may be **Enacted**; **And be it Enacted**, by the KING's moſt Excellent MAJESTY, by and with the Advice and Conſent of the Lords Spiritual and Temporal, and Commons, in this preſent Parliament aſſembled, and by the Authority of the ſame, That all the ſaid Commons, Moors, or Tracts of Land, ſituate, lying, and being, within the Townſhips of *Hamſterly*, *South Bedburn*, *Lyneſack*, and *Softley*, aforeſaid, ſhall, on or before the Firſt Day of *November* One thouſand Seven hundred and Sixty, be ſet out, divided, apportioned, and allotted, by *John Weſtgarth*, of *Unthank*, in the County of *Durham*, Eſquire, *William Jepſon*, of *Heighington*, in the ſaid County, Gentleman, *John Dobinſon*, of *Witton Caſtle*, in the ſaid County, Gentleman, *Michael Robinſon*, of *South Street*, in or near the City of *Durham*, Gentleman, *William Sanderſon*, of *Toſthill*, in the ſaid County, Gentleman, and *Richard Richardſon*, of *Darlington*, in the ſaid County, Land Surveyor, Commiſſioners appointed by this Act, and their Succeſſors, or any Three or more of them, amongſt the ſeveral Perſons intitled to a Right of Common on the ſaid Commons, in the Manner, and ſubject to the Rules, Orders, and Directions, in and by this Act ordered, directed, eſtabliſhed, appointed, and preſcribed.

And, for the more juſt and regular Diviſion and Diſtribution of the ſaid Commons or Moors, ſo to be divided as aforeſaid, and for the better aſcertaining the ſame, **It is hereby further Enacted**, by the Authority aforeſaid, That a Survey ſhall be made of the ſaid Commons or Moors, ſo intended to be incloſed as aforeſaid, ſome time before the Firſt Day of *May* One thouſand Seven hundred and Fifty-nine; and that, on or before the ſaid Firſt Day of *November* One thouſand Seven hundred and Sixty, all the ſaid Moors or Commons ſhall, by the ſaid Commiſſioners, or any Three or more of them, be ſet out, aſcertained, and allotted, by proper Stakes, Meets, and Land-marks, unto and amongſt the ſeveral Perſons having a Right of Common thereon, in the Proportions following; that is to ſay, As to ſuch Perſons as are intitled to Land only, or to Lands and Houſe or Houſes uſually farmed or occupied therewith, as a Farm-houſe or Farm-houſes, then in proportion to the whole real yearly Value of every ſuch Farm, conſiſting of Land only, or Land and a Farm-houſe thereto belonging, and conſtituting One Farm; and as to ſuch Perſons as are intitled to a Mill, or to a Houſe or Houſes, Cottage or Cottages only, without any Lands thereto belonging, then in Proportion to One Half of the yearly Value or Rent of ſuch Mill, Houſe or Houſes, Cottage or Cottages, reſpectively; and as to ſuch Perſon or Perſons as are intitled both to Land and a Mill, or to Land and Houſe or Houſes, Cottage or Cottages, now farmed, let, or occupied therewith, but ſuch Houſe or Houſes, or Cottage or Cottages, have or hath been heretofore or uſually held or occupied ſeparately and diſtinctly from ſuch Land, at ſeparate and diſtinct Rents, or are or is not taken or deemed to be a Farm-houſe or Farm-houſes, then in Proportion to the whole real yearly Rent or Value of ſuch Land, and in Proportion to the Moiety of the yearly Value or Rent of ſuch Mill, or Houſe or Houſes, Cottage or Cottages, reſpectively.

And it is hereby Enacted, That the real yearly Value of all the ſaid ſeveral Lands, Mills, Houſes, and Cottages, reſpectively, ſhall be computed as the ſame were either in the Hands of the Owners or Proprietors of the ſame, or as let to the Tenants, Under-tenants, or Occupiers thereof reſpectively, for the Year beginning the Twelfth Day of *May* One thouſand Seven hundred and Fifty-ſix.

And, for the preventing all unneceſſary Delays and Expences in fixing the real yearly Value or Rent of ſuch Premiſes reſpectively, and for the effectual aſcertaining thereof, and for diſtinguiſhing the yearly Values of the Freehold and Copyhold Premiſes reſpectively, **It is hereby further Enacted**, by the Authority aforeſaid, That all and every Perſon and Perſons having, or claiming to have, any Right of Common in and upon the ſaid Moors or waſte Grounds, by themſelves, their Agents, or Tenants reſpectively, ſhall, and they are hereby required, at the Firſt Meeting of the ſaid Commiſſioners to put in Execution this Act, to give and deliver in Writing to the ſaid Commiſſioners, then and there preſent, upon Oath, or, being of the People called *Quakers*, upon ſolemn Affirmation (which Oath or Affirmation the ſaid Commiſſioners then preſent, or any

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One or more of them, is and are hereby required and impowered to adminiſter, or by Affidavit to be taken, and ſworn before One of the Maſters Ordinary or Extraordinary in the High Court of Chancery, a true and juſt Account of the yearly Rent or Value of ſuch reſpective Premiſes, clear of all Taxes, Aſſeſſments, and Deductions, and Allowances, diſtinguiſhing the Freehold from the Copyhold, as the ſame were let, together or ſeparately, for the ſaid Year, beginning the ſaid Twelfth Day of *May* One thouſand Seven hundred and Fifty-ſix, or in caſe the ſaid Premiſes ſhall not have been then let to any Tenants or Under-tenants thereof reſpectively, or in caſe the ſame ſhall have been let with other Lands not intitled to Right of Common on the ſaid Moors or Waſtes, then of the true yearly Value for which the ſame, diſtinguiſhing the Freehold from the Copyhold, might really, and *bona fide*, have been let reſpectively, clear of all ſuch Taxes, Aſſeſſments, and other Deductions and Allowances as aforeſaid, at the Time aforeſaid: And all and every Perſon and Perſons, neglecting or refuſing to give and deliver in, or cauſe to be given and delivered in, ſuch Accounts of the real yearly Rents or Values of ſuch reſpective Premiſes as aforeſaid, ſhall be, and is and are hereby, excluded and debarred of and from all Benefit and Advantage of any Share or Allotment upon the ſaid Diviſion, by virtue of this preſent Act, and alſo from any Eſtate, or Intereſt, or Right of Common whatſoever, of, in, or to the Lands and Grounds aſſigned or allotted to any Perſon or Perſons, by virtue of or under this Act.

And be it further Enacted, by the Authority aforeſaid, That all Incloſures or Incroachments, which have been taken from the ſaid Waſtes or Commons, other than ſuch as have been taken from the ſaid Waſtes and Commons and enjoyed for Twenty Years laſt paſt without Interruption, ſhall be deemed to be Part and Parcel of the ſaid Moors or Commons now to be divided and incloſed: And in caſe any Difficulties or Diſputes ſhall happen to ariſe what other Parts or Parcels of the ſaid Waſtes or Commons ſhall or may be deemed or called Incloſures or Incroachments, ſuch Difficulties and Diſputes ſhall be, and hereby are, referred to the Determination of the Arbitrators herein after by this Act named and appointed Arbitrators touching the Claims of Right of Common in or to the ſaid Waſtes or Commons, and to be by them determined in ſuch and the like manner as ſuch Claims are herein after directed to be determined.

And be it Enacted, by the Authority aforeſaid, That there ſhall be iſſuing and payable forth and out of the Lands and Grounds to be divided and allotted by virtue of this Act, unto the Lord Biſhop of *Durham*, and his Succeſſors Biſhops of *Durham* for the Time being, for ever, ſuch yearly and other Rents and Payments as are herein after-mentioned; (that is to ſay,) the yearly Rent of Four Pence for every Acre; and ſo in proportion for any greater or leſſer Quantity than One Acre of the ſaid Moors or Commons ſo to be allotted, and to be payable and paid without any Deduction for or on account of any Taxes, Aſſeſſments, or Impoſitions whatſoever, Parliamentary or otherwiſe, by the Owners, Proprietors, or Occupiers, for the Time being, of the ſeveral Lands and Grounds ſo to be

be divided, and allotted, as aforeſaid, at the Feaſt of *Pentecoſt*, and on the Twenty-ſecond Day of *November* in every Year for ever, by equal half-yearly Payments; the Firſt Payment thereof to begin and be made at the Feaſt of *Pentecoſt* which ſhall be in the Year of our Lord One thouſand Seven hundred and Sixty-two.

And be it further Enacted, by the Authority aforeſaid, That in caſe the ſaid yearly Rent of Four Pence an Acre, herein charged upon, and directed to iſſue out of, the Lands and Grounds to be allotted in reſpect of ſuch Freehold Tenements as aforeſaid, or any Part thereof reſpectively, ſhall be behind and unpaid for the Space of Forty Days next after any of the Feaſts or Days ſo appointed for Payment thereof, as aforeſaid; then and in ſuch Caſe, from time to time, and at all Times as often as it ſhall ſo happen, it ſhall and may be lawful to and for the ſaid Lord Biſhop of *Durham*, and his Succeſſors, or his or their Agents on his and their Behalfs, to enter into and upon, and to take and diſtrain the Goods, Chattels, and Cattle, found in or upon all and every, or any, the Allotments of the Perſon or Perſons, whoſe Rent ſhall be ſo in Arrear as aforeſaid, or the Premiſes in reſpect of which ſuch Allotment ſhall be made, or any Part thereof, and to ſell and diſpoſe of the Diſtreſſes thereupon to be taken, until thereby or therewith, or otherwiſe, all Arrears of the ſaid yearly Rent, which before or during the Time of ſuch Entry or Poſſeſſion, ſhall be, accrue, and become due, together with all Coſts, Charges, Damages, and Expences, attending ſuch Diſtreſs, and all Damages to be ſuſtained by reaſon of the Non-payment thereof, be fully paid and ſatisfied.

And it is hereby further Enacted, That the ſaid Biſhop of *Durham* and his Succeſſors ſhall have ſuch and the ſame Remedies and Powers for recovering the Rents, and Arrears of Rent, charged, by virtue of this Act, upon the Lands and Grounds ſo to be allotted in reſpect of ſuch Cuſtomary or Copyhold Lands and Tenements reſpectively, as he the ſaid Lord Biſhop, or any of his Predeceſſors, reſpectively had, or could or might have, enjoy, or be intitled to, for recovering the Rents, and Arrears of Rent, now charged upon, or iſſuing out of, the ſaid Cuſtomary or Copyhold Lands and Tenements reſpectively before the paſſing this Act, or in caſe the ſame had not been made.

Provided, and it is hereby further Enacted and Declared, That nothing in this Act contained ſhall extend, or be conſtrued to extend, to impower the ſaid Commiſſioners, or any of them, to give any undue Preference to any of the Parties intereſted in the ſaid intended Incloſure and Diviſion; but that the ſaid Commiſſioners, in ſuch Diviſion and Allotments reſpectively, ſhall have a due Regard as well to the Quality as Quantity, as alſo to the Rents and Payments to be charged upon, and iſſue out of, the Lands and Grounds ſo to be divided and allotted reſpectively, and to the Situation and Contiguity of the ſame to the incloſed Lands and Grounds, in reſpect of which the ſame ſhall be aſſigned and allotted, and alſo to all ſuch other Matters and Things as ſhall be fit and proper for their Conſideration.

And it is hereby further Enacted, That all ſuch Lands and Grounds as ſhall, by virtue of this Act, be allotted to any Perſon or Perſons for, or in reſpect of, any Freehold Lands or Tenements intitled to ſuch Right of Common, as aforeſaid, ſhall be veſted in, and held by, ſuch Perſon or Perſons reſpectively as Freehold Lands of Inheritance, ſubject to ſuch annual Rent and Rents, and ſuch Powers and Remedies for the having and obtaining the ſame, as are herein provided in that behalf; and alſo that all ſuch Lands and Grounds as ſhall be allotted to any Perſon or Perſons for, or in reſpect of, any Copyhold or Cuſtomary Lands or Tenements held of the ſaid Manor of *Wolſingham*, ſhall be deemed and taken to be Copyhold or Cuſtomary Lands, Parcel of the ſaid Manor, and be annexed to, and held as Part of, the antient incloſed Copyhold or Cuſtomary Lands or Tenments, in reſpect whereof they are directed to be ſet out and allotted, as aforeſaid; and ſhall, from time to time, paſs and be ſurrendered, and held, in and by ſuch and the like Surrender and Surrenders, Admittance and Admittances, by which the ſaid antient Copyhold or Cuſtomary Premiſes are or have been paſſed, held, or ſurrendered, and ſubject to the ſame Fees for the ſaid new Surrenders, Admittances, and Copies of the ſame, to which the ſaid antient Copyhold Incloſures are ſubject; and that ſuch Allotments ſhall be demiſed and demiſeable in ſuch manner, and be ſubject to ſuch Suit of Court, Duties, Services, and Cuſtoms, as the ſame antient Copyhold or Cuſtomary Lands or Tenements are now held or enjoyed, and demiſed, reſpectively; and ſhall be alſo ſubject to, and charged with, the ſaid Rent of Four Pence an Acre to the ſaid Lord Biſhop, and his Succeſſors, and the ſaid Remedies and Powers herein given and provided for ſecuring the ſame; and ſhall alſo be ſubject to the Payment to the Lord of the ſaid Manor of a Fine of Four Pence *per* Acre for every Acre of ſuch Allotments upon every Admiſſion upon the Death or Alienation of each ſuch Copyhold or Cuſtomary Tenant thereof, over and beſides the Fines now uſually paid in ſuch Caſes for the ſaid ſeveral antient Copyhold Lands or Tenements.

And it is hereby further Enacted, That when the ſaid Commons ſhall be ſo ſet out, and aſcertained and allotted, by the ſaid Commiſſioners and their Succeſſors, or any Three or more of them, by ſuch Inſtrument or Writing as is herein after-mentioned, the ſeveral Perſons, to whom the ſaid Lands and Grounds ſhall be allotted reſpectively, ſhall, within Two Years next after the Signing and Sealing the Inſtrument in Writing herein after-mentioned, at their own Expence reſpectively, incloſe, hedge, ditch, and fence, their ſeveral Lots, Shares, and Proportions, of the ſame, in ſuch manner as the ſaid Commiſſioners and their Succeſſors, or any Three or more of them, ſhall direct and appoint.

Provided nevertheleſs, That convenient Gaps or Openings ſhall be left in the ſaid Fences and Incloſures for the Space of Twelve Calendar Months next enſuing the Execution of the ſaid Inſtrument or Writing, for the Paſſage of all Cattle, Carts, and Carriages, in, by, and through the ſame, unleſs the ſeveral Parties intereſted ſhall agree, that the ſame ſhall be ſooner fenced and incloſed.

And it is hereby further Enacted, That the ſaid Commiſſioners and their Succeſſors, or any Three or more of them, ſhall and may aſcertain, ſet out, and appoint, publick and private Ways, Roads, and Paſſages in and through the Lands and Grounds ſo to be incloſed as aforeſaid, with the Aſſize and Breadth thereof; all which publick Roads ſo to be made, ſhall be and contain Forty Feet in Breadth at the leaſt between the Ditches; and ſhall and may order and direct the ſame publick and private Ways and Roads to be made, maintained, and kept in repair, by ſuch Perſon or Perſons, Owners or Occupiers of ſuch Lands ſo to be divided and incloſed, in ſuch Shares and Proportions, and by ſuch Ways and Means, as to the ſaid Commiſſioners and their Succeſſors, or any Three or more of them, ſhall ſeem proper and expedient: And that it ſhall not be lawful for any Perſon thereafter to uſe any Roads or Ways, either publick or private, over or along the ſaid new Incloſures, either on Foot, or with Horſe, Carriage, or Cattle, other than ſuch Roads as ſhall be ſo aſcertained, ſet out, and appointed (except the Lord Biſhop of *Durham*, and his Succeſſors, and his and their Leſſees for the Time being, with reſpect to ſuch Ways as are hereafter reſerved to him and them for the Uſe of the Mines and Quarries within and under the ſaid Moors or Commons): And alſo that the ſaid Commiſſioners and their Succeſſors, or any Three or more of them, ſhall and may aſſign, ſet out, and appoint, proper Drains and Sewers in and through all or any Part of the ſaid Commons or Moors, or any of them, for the draining and improving the ſame; and order and direct ſuch Drains and Sewers to be caſt, made, and repaired, by ſuch Perſon or Perſons, Owners or Occupiers of the Grounds ſo to be allotted and ſet out, as aforeſaid, and in ſuch Manner and Form as to them ſhall ſeem meet.

Provided always, That the ſaid ſeveral Proprietors of the new Incloſures intended to be made purſuant to this Act, ſhall have full Liberty for the Term of Ten Years from the Time of the Execution of the ſaid Inſtrument or Writing, to erect or ſet up any Gate or Gates in or croſs any Part of the ſaid Roads againſt his, her, or their own Land, for keeping out Sheep and Cattle, and to prevent their deſtroying any Banks, Woods, Plants, Quickſets, and Fences, which ſhall be made or planted for incloſing or fencing any Part or Parcel of the ſaid Commons or Moors intended by this Act to be incloſed.

And for the preventing of all Diſputes and Differences relating to the ſaid Incloſure and Diviſion; **It is hereby further Enacted**, by the Authority aforeſaid, That immediately after the ſaid Commiſſioners ſhall have compleated and finiſhed the ſaid Partition and Allotments of the ſaid common Grounds, purſuant to the Purport and Directions of this Act, they ſhall, with all convenient Speed, form and draw up an Award or Inſtrument thereof in Writing, which ſhall expreſs and ſpecify the Quantity, in Statute Meaſure, of Acres, Roods, and Perches, contained in the ſaid Lands and Grounds ſo intended to be incloſed, and the Quantity of each and every Part and Parcel thereof aſſigned and allotted to each of the Parties intitled to, and intereſted in, the ſame, and a Deſcription of the Situation,

Buttals,

Buttals, and Boundaries of the ſaid Parcels and Allotments reſpectively; diſtinguiſhing the Freehold from the Copyhold Shares or Allotments for what Lands and Tenements reſpectively, and in what Townſhips the ſame do lie, for which ſuch Shares and Allotments ſhall be ſo ſet out and allotted reſpectively: And the ſaid Award ſhall alſo contain and ſpecify the ſeveral yearly Rents of Four Pence *per* Acre to be paid by the reſpective Perſons, to whom the ſaid Lands and Grounds ſhall be reſpectively aſſigned and allotted, unto the ſaid Lord Biſhop of *Durham*, and his Succeſſors, for and in reſpect of ſuch Allotments as aforeſaid; and ſhall alſo contain Orders, Rules, and Directions, for the making, aſcertaining, ſetting forth, and repairing, all publick and private Ways, and the making and laying out, and repairing, the Walls, Ditches, Fences, Bridges, Gates, Sluices, Water-courſes, Drains, Sewers, Cuts, Hedges, and Stiles, to be made in and upon the ſaid Incloſures, and ſuch other Orders, Regulations, and Determinations, as by the ſaid Commiſſioners, or their Succeſſors, or any Three or more of them, ſhall be thought proper and neceſſary to be inſerted therein, conformable to the Purport and Tenor of this Act; and which ſaid Inſtrument or Award ſhall be fairly written and ingroſſed on Parchment, and ſigned and ſealed by the ſaid Commiſſioners and their Succeſſors, or any Three or more of them: And that the ſaid Award ſhall, within Three Months next after the Execution thereof, be entered or inrolled, and depoſited, in the Office of the Auditor of the Exchequer of the Lord Biſhop of *Durham*; to the end Recourſe may be had to the ſaid Award, or the Inrolment thereof, by any Perſon or Perſons intereſted in the ſaid Diviſion and Incloſure: And that a true Copy upon Paper, with a double Peny Stamp to be impreſſed thereon, of ſuch Inrolment, or of any Part thereof, under the Hand of the ſaid Auditor, or his Deputy, ſhall be allowed as Evidence in all Courts of Law and Equity; and the ſaid Auditor, or his Deputy, ſhall be intitled to the Sum of Ten Shillings and no more, for every Skin of Parchment of which the ſaid Award ſhall conſiſt, for the Inrolling the ſame: And the ſaid Auditor, or his Deputy, is hereby required to make and deliver to any Perſon or Perſons requeſting the ſame, a true Copy of the ſaid Inrolment, or any Part thereof, under his Hand; ſuch Perſon or Perſons paying for ſuch Copy after the Rate of Four Pence a Sheet, beſides the Stamp Duty, accounting Seventy-two Words to each Sheet: And the ſaid Auditor, or his Deputy, ſhall permit and ſuffer any Perſon or Perſons whomſoever, from time to time, at all reaſonable Times, to peruſe and inſpect the ſaid Inrolment of the ſaid Award, at the ſaid Office; paying to the ſaid Auditor, or his Deputy, for every ſuch Peruſal, or Inſpection, the Sum of One Shilling and no more.

And it is hereby further Enacted, by the Authority aforeſaid, That the ſeveral Lands and Grounds ſo to be aſſigned, limited, ſet forth, allotted, and appointed, unto and for the ſaid ſeveral Perſons, who, by virtue of this Act, ſhall be intitled to the ſame, ſhall be in full Bar of, and in Satisfaction and Compenſation for, all their and each of their Common of Paſture, and other Common Right whatſoever, in, over, and upon, the ſaid Commons or Moors, ſo directed and appointed to be divided and incloſed as aforeſaid; and that immmediately after finiſhing the ſaid Partition

tion and Allotment, and the Execution of the ſaid Award or Inſtrument as aforeſaid, all Right of Common belonging to or claimed by all and every or any Perſon or Perſons whatſoever, in, over, and upon the ſaid Commons or Moors, ſo intended to be incloſed as aforeſaid, ſhall ceaſe, determine and be for ever extinguiſhed.

And whereas it is requiſite that ſome convenient Time ſhould be fixed for every Perſon intitled to any Part of the ſaid intended Incloſures to accept of their intended Allotments and Shares, **Be it therefore Enacted**, by the Authority aforeſaid, That all and every Perſon or Perſons, ſo intitled ſhall, and they are hereby required to accept his, her, and their reſpective Allotments and Shares, within the Space of Six Calendar Months next after the Execution of the ſaid Award or Inſtrument, and Notice in Writing affixed on the great or common Door of the ſaid Chapel of *Hamſterly* aforeſaid, for that Purpoſe, ſigned by the ſaid Commiſſioners, and their Succeſſors, or any Three of them; and in caſe any Perſon or Perſons ſhall neglect or refuſe to accept his, her, or their Share or Allotment, within the Time before-mentioned, ſuch Perſon or Perſons, ſo neglecting or refuſing, ſhall be totally excluded from having or receiving any Benefit or Advantage by this preſent Act, and alſo from any Eſtate, or Intereſt, or Right of Common whatſoever, of, in, or to the Lands or Grounds ſo aſſigned or allotted to any Perſon or Perſons, by virtue of or under this Act.

Provided always, and it is hereby Enacted, by the Authority aforeſaid, That in caſe any ſuch Perſon or Perſons ſhall be an Infant, Lunatick, under Coverture, beyond the Seas, or otherwiſe incapable by Law to accept ſuch Allotments, ſo to be made as aforeſaid, then, and in any of the Caſes aforeſaid, all and every Perſon and Perſons, being the Guardians, Committees, Husbands, Truſtees, or Attornies, of any Perſon or Perſons, being Infants, Lunaticks, under Coverture, beyond the Sea, or otherwiſe incapable by Law to accept any Allotments, ſo to be made as aforeſaid, or acting as ſuch, ſhall be, and they are hereby, enabled and required to accept thereof, for the Uſe of ſuch Perſon or Perſons ſo incapacitated as aforeſaid; and alſo that any Perſon or Perſons intitled to ſuch Allotments as Tenant or Tenants for Life or Lives, ſhall be, and is and are hereby, reſpectively enabled to take and accept of ſuch Allotment; and alſo that any Perſon or Perſons intitled to ſuch Allotment, in Remainder or Expectancy, upon any precedent particular Eſtate, upon Neglect or Refuſal of any Tenant or Tenants in Poſſeſſion, or any Perſon intitled to ſuch precedent particular Eſtate, ſhall be, and is and are hereby, reſpectively enabled to accept of ſuch Allotment, in lieu of and inſtead of any ſuch Tenant, or Perſon ſo intitled, and neglecting or refuſing as aforeſaid; and every ſuch Acceptance reſpectively, ſhall be, and is hereby, declared to be as valid and effectual, as if the Perſon or Perſons to whom ſuch Allotments ſhall be made reſpectively, were capable of acting for him, her, or themſelves, or had not refuſed or neglected as aforeſaid; any-thing herein contained to the contrary notwithſtanding.

Provided nevertheleſs, That the Non-claim or Non-acceptance of any Guardian, Husband, Truſtee, Committee, or Attorney, or of any Perſon or Perſons acting as Guardian, Husband, Truſtee, Committee, or Attorney, ſhall not exclude or prejudice the Claim or Acceptance of any Infant, Lunatick, Feme-covert, or other Perſon under ſuch Diſability or Incapacity as aforeſaid, who ſhall claim or accept his, her, or their Share or Allotment, within Twelve Months next after ſuch Diſability or Incapacity removed; or if any Perſon or Perſons intitled as Heir, or in Remainder, after the Death of any Perſon dying under ſuch Diſability or Incapacity, who ſhall claim or accept within Twelve Months after his, her, or their Right, Title, or Intereſt, ſhall have deſcended, veſted, or accrued.

And it is hereby further Enacted and Declared, That in caſe any Perſon or Perſons, ſeiſed or intitled in his, her, or their own Right, or in Right of his Wife, or being or acting as Guardian, Truſtee, Committee, or Attorney, for any Infant, Feme-covert, Lunatick, Perſon beyond the Seas, or otherwiſe incapable by Law to accept and incloſe as aforeſaid, ſhall neglect or refuſe to accept and incloſe, hedge, ditch, and fence, his, her, or their Share or Allotment, within the Time and Manner beforementioned, or to pay and defray their reſpective Shares and Proportions of the Charges and Expences incident to and attending ſuch Incloſure and Diviſion, and the obtaining and paſſing this Act, then, and in any of the Caſes aforeſaid, it ſhall and may be lawful to and for the ſaid Commiſſioners, and their Succeſſors, or any Three or more of them, and they are hereby authorized, impowered, and required, to borrow and take up at Intereſt ſuch Sum and Sums of Money as they ſhall think neceſſary and ſufficient, to pay and defray ſuch Share and Proportion of the ſaid Charges and Expences reſpectively, and by Indenture or Indentures, under their Hands and Seals, from time to time to grant, mortgage, leaſe, and demiſe, the Lands and Grounds which ſhall be aſſigned and allotted to the reſpective Perſon or Perſons ſo neglecting or refuſing as aforeſaid, unto any Perſon or Perſons who ſhall be willing to advance and lend the ſame, his, her, and their Executors, Adminiſtrators, and Aſſigns, for any Term or Number of Years, for ſecuring the Re-payment of ſuch Sum or Sums of Money, ſo to be advanced and lent, with Intereſt for the ſame, within a reaſonable Time in the ſaid Grant, Mortgage, Leaſe, or Demiſe, to be limited, in that behalf, to the Perſon or Perſons who ſhall advance and lend the ſame, by the reſpective Perſon or Perſons who would, for the Time being, be intitled to ſuch Share or Allotment reſpectively, in caſe the ſame were accepted and incloſed, purſuant to, and according to the Tenor and true Meaning of, this Act, and to be ſubject to Redemption by ſuch Perſon or Perſons reſpectively, upon Payment of the Sum and Sums ſo to be ſecured thereupon, within the Time ſo to be limited, together with the Charges attending the preparing and executing ſuch Securitie, and of borrowing and taking up at Intereſt ſuch Sum and Sums of Money reſpectively, and not otherwiſe; ſuch Charges to be aſcertained in ſuch Security.

And it is hereby further Enacted and Declared, by the Authority aforeſaid, That all and every Perſon and Perſons to whom any Grant, Mortgage, Leaſe, or Demiſe, ſhall be made by the ſaid Commiſſioners, or their Succeſſors, or any Three or more of them, as a Security for any Sum or Sums of Money by him, her, or them, lent and advanced, on the Credit of, and for the Purpoſes mentioned in, this Act, or who ſhall, for the Time being, be intitled to the Money thereby ſecured, ſhall and may, from time to time, by any Deed or Deeds, Writing or Writings, under his or their Hand and Seal or Hands and Seals, to be executed in the Preſence of Two or more credible Witneſſes, aſſign or transfer the ſaid Security or Securities, or the Principal Money and Intereſt thereby ſecured, and all Benefit and Advantage thereof, and all his, her, or their Right, Title, and Intereſt, in and to the ſame, unto any Perſon or Perſons whomſoever, who may again in like manner aſſign the ſame, and ſo *toties quoties*; and ſuch Mortgagee or Mortgagees, Aſſignee or Aſſignees, his, her, or their Executors and Adminiſtrators, and all Perſons claiming under them or any of them, ſhall and may uſe, take, and purſue, all ſuch lawful Methods, Courſes, and Expedients, in Law or Equity, for recovering and obtaining Poſſeſſion of the Premiſes ſo to be mortgaged, demiſed, or aſſigned as aforeſaid, in caſe of the Non-payment of the ſaid Principal Money and Intereſt to be thereby ſecured, or any Part thereof, as is or are uſed, taken, and purſued, in all Caſes of the like Nature.

And it is hereby further Enacted and Declared, by the Authority aforeſaid, That nothing in this Act contained ſhall be conſtrued to defeat, leſſen, or prejudice, the Right, Title, and Intereſt, of the Lord of the Manor of *Wolſingham* aforeſaid, of, in, and to the Seigniory and Royalties incident and belonging to the ſaid Manor, but that every ſuch Lord, for the Time being, ſhall and may, from time to time, and at all Times for ever hereafter, hold and enjoy all Rents, Services, Courts, Perquiſites, and Profits of Courts, and all other Royalties and Seigniories whatſoever, to ſuch Manor, or to the Lord thereof for the Time being, incident, belonging, or appertaining, other than and except ſuch Common Right as could or might be claimed by him or them reſpectively, as Owner or Owners of the Soil and Inheritance of the ſaid Moors or Commons, or otherwiſe in and upon the ſaid Commons ſo to be incloſed as aforeſaid, in as full, ample, and beneficial Manner, to all Intents and Purpoſes, as they or any of them could or might have held and enjoyed the ſame, in caſe this Act had not been made: And alſo that the ſaid Lord Biſhop of *Durham*, his Succeſſors and Aſſigns, ſhall and may, from time to time, and at all Times hereafter, have, hold, and enjoy, all Mines and Quarries, of what Nature or Kind ſoever, lying and being in and under the ſaid Moors and Commons, ſo to be divided and incloſed as aforeſaid (other than and except ſuch Quarries of Stone as are herein-after mentioned), together with all convenient and neceſſary Ways and Way-leaves, and Liberty of laying and repairing Waggon Ways and other Ways in, over, and along the ſame, or any Part thereof, and of ſearching for, winning and working the ſaid Mines

and

and Quarries, and leading and carrying away the Coals, Lead, Minerals, Stones, and other Things, to be gotten thereout, and making Drifts, Levels, Watercourſes, erecting and uſing Fire Engines and other Engines, Pit Rooms, and other uſual Liberties, as fully and freely as he or they might or could have had and enjoyed the ſame, in caſe this Act had not been made, and that without making or paying any Satisfaction for ſo doing.

And whereas great Inconveniencies may happen, and Damage be done, to particular Perſons, by reaſon of the ſearching for, winning, and working, the Mines and Quarries, within and under their reſpective Allotments, by the ſaid Lord Biſhop of *Durham*, his Succeſſors and Aſſigns, without making or paying any Satisfaction for ſo doing; **For Remedy thereof, be it hereby Enacted**, by the Authority aforeſaid, That when and ſo often as any Perſon or Perſons ſhall ſuffer or ſuſtain any Loſs or Damage in his, her, or their reſpective Allotments, by the ſearching for, winning, and working, of the Mines and Quarries therein, or the laying and repairing Waggon Ways and other Ways, or by the leading and carrying away the Coals, Lead, Minerals, Stones, or other Things, to be gotten thereout, or making Drifts, Levels, Watercourſes, or erecting or uſing Fire Engines or other Engines, Pit Room, or other the Liberties and Powers hereby given and reſerved to the ſaid Lord Biſhop of *Durham* his Succeſſor or Aſſigns, upon Complaint thereof, and by ſuch Perſon or Perſons ſo damnified as aforeſaid, to One or more Juſtice or Juſtices of the Peace in and for the ſaid County of *Durham* (Notice of ſuch intended Complaint having been firſt given by ſuch Perſon or Perſons, in the Chapel of *Hamſterly* aforeſaid, on ſome *Sunday* Morning preceding ſuch Complaint) ſuch Juſtice or Juſtices is and are hereby impowered and required to examine and enquire into ſuch Complaint or Complaints, in a ſummary Way, either by Examination of Witneſſes upon Oath, or, being of the People called *Quakers*, upon their ſolemn Affirmation (which ſaid Oath or Affirmation the ſaid Juſtice or Juſtices is and are hereby impowered to adminiſter, or by ſuch other Evidence or Proof, Ways and Means, as to him or them ſhall ſeem requiſite and expedient in that behalf; and finally to aſſeſs, ſettle, and determine, the Damages ſuſtained by ſuch Perſon or Perſons as aforeſaid, which Damages ſhall be paid and borne by the Occupiers of the ſeveral other Allotments, lying and being in ſuch and the ſame Townſhip in which the Allotment or Allotments, in which ſuch Damages ſhall be committed, ſhall lie, according to the reſpective yearly Values or Rents of ſuch Allotments, in ſuch Proportions and Shares as the ſaid Juſtice or Juſtices ſhall direct or appoint: And in caſe any Perſon or Perſons chargeable with, or contributable to, ſuch Damages as aforeſaid, ſhall neglect or refuſe to pay his, her, or their ſaid Proportions thereof, within a Time to be limited by ſuch Juſtice or Juſtices, to the ſaid Perſon ſo injured as aforeſaid, then and in ſuch Caſe the ſaid Juſtice or Juſtices, by Warrant under his or their Hand and Seal, or Hands and Seals, ſhall, and they are hereby required to cauſe the ſame to be levied by Diſtreſs and Sale of the Goods and Chattels of ſuch Perſon or Perſons, ſo neglecting or refuſing to pay the ſame as aforeſaid,

rendering

rendering the Overplus (if any be), after deducting of the reaſonable Charges of ſuch Diſtreſs and Sale, to the Owner or Owners of ſuch Goods and Chattels, upon Demand.

Provided always, and it is hereby Enacted, That it ſhall and may be lawful to and for the Owners and Proprietors of the Shares and Allotments for the Time being, at all Times, to win, work, get, and take, Stones in their ſeveral Allotments; and alſo to get and take Stones in the common Quarries to be ſet forth as herein after-mentioned, and alſo, for the Space of One Year next after the Execution of the ſaid Award, in any other of the ſaid Allotments, for neceſſary or convenient Buildings and Reparations, and for erecting of Walls and Fences in and upon the ſame.

And be it further Enacted by the Authority aforeſaid, That the ſaid Commiſſioners and their Succeſſors, or any Three or more of them, ſhall and may, and they are hereby authorized and impowered, to lay out, aſſign, or allot ſuch Part or Parts of the ſaid Commons or Moors hereby directed and appointed to be incloſed, as they ſhall think fit and proper, in the moſt convenient Places, for common Quarries for the Purpoſes aforeſaid, and alſo for common Watering-places for Cattle.

And whereas the Right Reverend Father in God *Edward* late Lord Biſhop of *Durham*, by his Indenture of Leaſe, bearing Date the Eighth Day of *September* in the Year of our Lord One thouſand Seven hundred and Forty-eight, did demiſe to the ſaid Earl of *Darlington*, by his then Name of the Honourable *Henry Vane*, Eſquire, all that his Power and Authority to dig, take, and carry away, to and for his own Uſe, Turfs or Peat in and upon a Parcel of Ground, ſome Part of the ſaid Commons or Waſtes, therein deſcribed to be in the ſaid Townſhip of *Lyneſack* and *Softley*, and to be known by the Name of the *Peat Moſſes*, extending in Length, from Eaſt to Weſt, Two hundred Yards, and in Breadth, from North to South, Two hundred Yards, and bounded by *Lonton-hill* on the South, *Lineburne* on the North, and the Common on the Eaſt and Weſt; to hold for the Term of Twenty-one Years from the Making thereof; **Now it is hereby Enacted and Declared**, That the ſaid Commiſſioners and their Succeſſors, or any Three or more of them, ſhall and may, and they are hereby authorized and impowered, to ſet out, aſſign, and allot the ſaid demiſed Parcel of Ground in Severalty, by Metes and Bounds, to and for the ſaid *Henry* Earl of *Darlington* for the Reſidue of the ſaid Term, ſubject to the Rent reſerved for the ſame in and by the ſaid Leaſe; and from and after the Determination of the ſaid Term, then to and for the ſaid Lord Biſhop of *Durham*, and his Succeſſors, as Lords of the ſaid Manor of *Wolſingham*, with convenient Way-leave, and Paſſage to and from the ſame.

Provided always, and it is hereby Enacted and Declared, That this Act ſhall not extend, or be conſtrued, deemed, adjudged, or taken, to revoke, make void, alter, or annul, any Will, Settlement, or Leaſe, or

to prejudice any Perſon or Perſons having or claiming any Dower, Portion, Reverſion, Debt, or Incumbrance, out of, upon, or affecting the ſaid Commons or Moors ſo intended to be incloſed and divided, as aforeſaid, or any Part or Parcel thereof reſpectively; but that the ſeveral Lands and Grounds to be aſſigned and allotted, upon the ſaid Incloſure and Diviſion, to the ſeveral Proprietors reſpectively, ſhall, immediately after ſuch Allotment, be, remain, and enure, and be held and enjoyed, and the ſeveral Perſons, to whom the ſame ſhall be aſſigned and allotted, ſhall from thenceforth ſtand and be ſeiſed thereof to ſuch and the ſame Uſes, and to and for ſuch and the ſame Eſtates, and ſubject to ſuch and the ſame Wills, Leaſes, Limitations, Reverſions, Remainders, Charges, Tenures, Rents, Services, and Incumbrances, as the ſame Right of Common and Hereditaments, in reſpect whereof ſuch Allotments ſhall, by virtue of this Act, be ſo made, ſhould and would have been ſubject and liable to be charged with, and affected by, in caſe the ſame had remained unincloſed, or this Act had not been made.

And whereas Part of the ſaid Moor or Common lying near, or adjoining to, *South Bedburn*, called or known by the Name of *South Bedburn* Moor or Common, is of a barren Nature, and not capable of Cultivation; **Be it Enacted**, That ſuch Part thereof as the Commiſſioners or their Succeſſors, or any Three or more of them, ſhall think proper, not exceeding in the Whole the Quantity of Two thouſand Acres, ſhall remain and continue in its preſent State, and not divided or incloſed; but that no leſs a Quantity than Three hundred Acres ſhall remain and continue not divided or incloſed in any One Plot or Place.

And be it Enacted, by the Authority aforeſaid, That the ſeveral Allotments to be made, in conſequence of this Act, to the ſeveral Perſons intitled to Right of Common, ſhall be deemed, adjudged, and taken, and are hereby declared to be lying and being within the ſeveral Townſhips wherein the Lands or Eſtates lie, in reſpect of which they claim, and are intitled to, ſuch Allotments.

And it is hereby further Enacted, by the Authority aforeſaid, That when and as often as any Commiſſioner or Commiſſioners appointed by this Act, or to be elected in the manner herein after-mentioned, ſhall die, or refuſe to act, it ſhall and may be lawful for ſuch of the ſaid Commiſſioners as ſhall ſurvive, or be willing to act, or any Three or more of them, from time to time, within Forty Days next after the Death or Refuſal of ſuch Commiſſioner or Commiſſioners, by an Inſtrument in Writing under their Hands and Seals, to elect, nominate, and appoint, One or more Perſon or Perſons, not intereſted in the ſaid Incloſure, to be a Commiſſioner or Commiſſioners inſtead of every ſuch Commiſſioner or Commiſſioners ſo, from time to time, dying, or refuſing to act, as aforeſaid: And every ſuch Commiſſioner or Commiſſioners ſo to be appointed, ſhall have the like Powers and Authorities by virtue of this Act, as the Commiſſioner or Commiſſioners, in whoſe Place he or they ſucceed, might have had, or was or were inveſted with: Which ſaid Inſtrument ſhall likewiſe, within Days after

after ſuch Election, be filed and recorded in the Office of the ſaid Auditor; and a true Copy thereof ſhall be made, and ſhall be allowed and admitted as Evidence in all Courts of Record, as aforeſaid.

Provided nevertheleſs, That Notice be given, in the Chapel of *Hamſterly* aforeſaid, and in the *Newcaſtle* News-Papers, of the Time and Place of Meeting to chooſe ſuch Commiſſioners, at leaſt Ten Days before every ſuch Meeting.

And for preventing all unneceſſary Obſtructions and Delays in the ſaid intended Diviſion, and for the determining all Diſputes and Differences that may ariſe, or be made by any Perſon or Perſons claiming a Right of Common upon the ſaid Moors or Waſtes; **It is hereby further Enacted,** by the Authority aforeſaid, That all and every Perſon or Perſons having or claiming any Right of Common in or upon the ſaid Moors, Waſtes, or Commons ſo to be divided and incloſed, as aforeſaid, or any of them, ſhall and they are hereby required reſpectively to give in and deliver, in Writing, an Account of ſuch their Claims reſpectively to the ſaid Commiſſioners, and their Succeſſors, or any Three or more of them, at their Firſt Meeting to be held in purſuance of this Act; and in caſe ſuch Claims, or any of them, ſhall be then, or at the next Meeting of the ſaid Commiſſioners, objected to by any Perſon or Perſons intereſted in the ſaid Diviſion or Incloſure, then and in ſuch caſe, the ſaid Commiſſioners, and their Succeſſors, or any Three or more of them, ſhall and they are hereby required to refer ſuch Claims, ſo objected to, unto *Thomas Gyll*, *Thomas Rudd*, of the City of *Durham*, Eſquires, and *Chriſtopher Fawcett*, of the Town and County of the Town of *Newcaſtle* upon *Tyne*, Eſquire, or any Two of them; who are hereby nominated and appointed Arbitrators finally to hear and determine all ſuch Claims and Objections, either by Examination of Witneſſes upon Oath, or, being of the People called *Quakers*, upon their ſolemn Affirmation, to be adminiſtred by the ſaid Arbitrators, or their Survivors or Survivor, or any One or more of them; which ſaid Oath or Affirmation reſpectively the ſaid Arbitrators, or any One or more of them, is and are hereby impowered to adminiſter; or by ſuch Evidence, Proof, Ways, or Means, as to them ſhall ſeem requiſite and expedient in that behalf; and ſuch final Determination or Award by the ſaid Arbitrators ſhall be made in Writing under their Hands and Seals, within Six Calendar Months after ſuch Reference ſhall be ſo made to them by the ſaid Commiſſioners, and their Succeſſors, or any Three or more of them; and ſuch Award and Determination ſhall be final and concluſive to all Perſons whatſoever; and which ſaid Award ſhall, within Three Months after the Execution thereof, be depoſited and filed in the Auditor's Office aforeſaid; and a true Copy thereof ſhall be made, and allowed and admitted as Evidence thereof in all Courts of Record, as aforeſaid.

And it is hereby further Enacted, by the Authority aforeſaid, That all and every Perſon or Perſons neglecting or refuſing to give in and deliver ſuch Accounts and Claims reſpectively, as aforeſaid, at the ſaid Firſt Meeting, ſhall be excluded and debarred of and from all Benefit and Advantage

vantage of any Share or Allotment upon the ſaid Diviſion by virtue of this Act; and alſo of and from any Eſtate, Intereſt, or Right of Common, or other Right whatſoever, of, in, or to the Lands and Grounds to be aſſigned or allotted to any Perſon or Perſons by virtue of, or under, this Act.

And it is hereby further Enacted, by the Authority aforeſaid, That all and every the Claim and Claims of any Perſon or Perſons whomſoever, of a Right of Common in or upon the ſaid Moors or Commons, hereby directed to be incloſed, which ſhall ſo be given and delivered in at the ſaid Firſt Meeting, purſuant to the Directions of this Act, to which ſaid Claim or Claims no Objection or Objections ſhall be made at the ſaid Firſt or Second Meeting, ſhall be allowed, and the ſeveral Perſon and Perſons making the ſame ſhall be intitled to and have an Allotment or Allotments for, and in reſpect of, the Lands and Tenements, for and in right of which ſuch Claim and Claims ſhall be ſo made, according and in Proportion to the real yearly Value of ſuch Lands and Tenements, ſuch Value to be given in and aſcertained in Manner and Form herein before directed and appointed by this Act.

And it is hereby further Enacted, by the Authority aforeſaid, That the ſaid Commiſſioners, and their Succeſſors, or any Three or more of them, ſhall, and they are hereby obliged to give Notice, or cauſe Notice to be given, in the Chapel of *Hamſterly* aforeſaid, upon ſome *Sunday* Morning immediately after Divine Service, and alſo in the *Newcaſtle* News-Papers, of the Time and Place of the Firſt Meeting of the ſaid Commiſſioners, for the Execution of the Powers hereby veſted in them, at leaſt One Calendar Month before ſuch Meeting, and ſhall give the like Notice of the Second Meeting of the ſaid Commiſſioners, for the Purpoſes aforeſaid, by the Firſt of which ſaid Notices, all Perſons having or claiming to have any Right of Common in and upon the ſaid Moors or waſte Grounds, ſhall be required by themſelves, their Agents, or Tenants, reſpectively, at ſuch Firſt Meeting of the ſaid Commiſſioners, to give in and deliver in Writing to the ſaid Commiſſioners, then and there preſent, upon Oath, or being of the People called *Quakers*, upon ſolemn Affirmation, a true and juſt Account of the yearly Rent or Value of their reſpective Premiſes, in reſpect of which they have or claim ſuch Right of Common, clear of all Taxes, Charges, Aſſeſſments, and other Deductions whatſoever, diſtinguiſhing the Freehold from the Copyhold, as the ſame were let, together or ſeparately, for the ſaid Year, beginning the Twelfth Day of *May* One thouſand Seven hundred and Fifty-ſix, or in caſe the ſaid Premiſes ſhall not have been then let to any Tenant or Under-tenants thereof reſpectively, or in caſe the ſame ſhall have been let with other Lands not intitled to Right of Common on the ſaid Moors or Waſtes, then of the true yearly Value for which the ſame, diſtinguiſhing the Freehold from the Copyhold, might really, and *bona fide*, have been let reſpectively, clear of ſuch Taxes, Charges, Aſſeſſment, or Deductions, as aforeſaid, at the Times aforeſaid, and by which ſaid Notice all Perſons having or claiming any Right of Common, in or upon the ſaid Moors or Commons to be incloſed and divided as aforeſaid, or any of them, ſhall be required to give in and deliver in Writing

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an Account of ſuch of their Claims reſpectively, to the ſaid Commiſſioners and their Succeſſors, or any Three or more of them, at their ſaid Firſt Meeting, to be held in purſuance of this Act, and by which ſaid Notice it ſhall be ſignified, that all and every Perſon and Perſons neglecting or refuſing to give and deliver in ſuch ſeveral Accounts and Claims reſpectively as aforeſaid, at the ſaid Firſt Meeting, ſhall be excluded and debarred of and from all Benefit and Advantage of any Share or Allotment upon the ſaid Diviſion, by virtue of this Act, and alſo from any Eſtate, Intereſt, or Right of Common whatſoever, of, in, or to the Lands and Grounds to be aſſigned or allotted to any Perſon or Perſons, by virtue of or under this Act, and by which ſaid Notice it ſhall be alſo ſignified, that all and every the Claim and Claims of any Perſon or Perſons whomſoever, of Right of Common in or upon the ſaid Moors or Commons, hereby directed to be incloſed, which ſhall be ſo given in and delivered at the ſaid Firſt Meeting, purſuant to the Directions of this Act, to which ſaid Claim or Claims no Objection or Objections ſhall be made, at the ſaid Firſt or Second Meetings, will be allowed, and the ſeveral Perſon and Perſons making the ſame ſhall be intitled to and have an Allotment or Allotments, for and in reſpect of Lands and Tenements, for and in Right of which ſuch Claim or Claims ſhall be ſo made, according to the real yearly Value of ſuch Lands and Tenements, to be given in, ſettled, and aſcertained, in Manner and Form herein before directed and appointed by this Act.

And be it further Enacted, by the Authority aforeſaid, That at the Firſt and every other Meeting of the ſaid Commiſſioners and their Succeſſors, or any Three or more of them, they ſhall and may appoint ſuch Times and Places for their ſubſequent Meetings as to them ſhall ſeem meet; always giving Notice of every ſuch ſubſequent Meeting, after their Second Meeting, in the Chapel aforeſaid, on the *Sunday* next preceding the ſame.

And be it further Enacted, by the Authority aforeſaid, That when and as often as any Arbitrator or Arbitrators herein before named and appointed, for the Purpoſes aforeſaid, ſhall die or refuſe to act, it ſhall and may be lawful to and for the Commiſſioners acting under the Authority of this Act, for the Time being, or any Three or more of them, by any Writing or Writings under their Hands and Seals, from time to time to elect, nominate, and appoint, One or more fit Perſon or Perſons, being a Barriſter or Barriſters at Law, in the Room or Place of ſuch Arbitrator or Arbitrators ſo dying or refuſing to act as aforeſaid; and ſuch Perſon or Perſons, ſo to be elected, nominated, and appointed, ſhall and may, and they are hereby authorized and impowered to act in the Premiſes, in as full, large, and ample a Manner, to all Intents and Purpoſes, as the ſaid Arbitrators, hereby nominated and appointed, are authorized and impowered to act.

And be it further Enacted, That the ſaid Arbitrators ſo appointed or to be appointed as aforeſaid, or any Two of them, ſhall and may, at the Requeſt of any of the Parties concerned, by Writing under their Hands, ſummon ſuch Witneſs or Witneſſes, from time to time, to appear and give Evidence before them, as they ſhall ſee Occaſion; ſo as the Perſon or

Perſons requeſting the ſame do and ſhall, at the ſame time, tender a Sum of Money ſufficient to bear the Charges of ſuch Witneſſes Attendance: And in caſe of Neglect or Refuſal of any ſuch Witneſſes to appear and give Evidence after ſuch Summons and Tender as aforeſaid, and due Proof thereof made, the ſaid Arbitrators, or any Two of them, are hereby impowered, by Warrant under their Hands and Seals, to levy upon the Goods and Chattels of ſuch Perſon or Perſons ſo refuſing or neglecting to appear, any Sum of Money not exceeding Five Pounds nor under Forty Shillings, to be applied towards defraying the Expence of carrying this Act into Execution.

And be it further Enacted, That the ſaid Arbitrators ſo appointed or to be appointed as aforeſaid, or any Two of them, ſhall and may, and are hereby impowered to examine upon Oath, or being of the People called *Quakers*, upon their ſolemn Affirmation, all Witneſſes to them produced.

And be it further Enacted by the Authority aforeſaid, That in caſe any Perſon or Perſons hereby directed to give and deliver in to the ſaid Commiſſioners upon Oath, or being of the People called *Quakers*, upon ſolemn Affirmation, Accounts of the real yearly Value or Rent of his, her, or their Lands and Tenements, for which a Right of Common ſhall be claimed and allowed, in the Manner and Form herein before directed by this Act, ſhall give and deliver in a falſe Account or Accounts thereof; or in caſe any Perſon or Perſons, upon ſuch Examination before the ſaid Arbitrators as aforeſaid, ſhall give falſe Evidence, ſuch Perſon or Perſons, ſo giving in ſuch falſe Account or Accounts, upon Oath or ſolemn Affirmation as aforeſaid, or giving ſuch falſe Evidence before the ſaid Arbitrators as aforeſaid, and being duly convicted of ſuch Offence or Offences, ſhall be, and is and are hereby declared to be, ſubject and liable to ſuch Pains and Penalties, as by any Law now in being Perſons convicted of wilful and corrupt Perjury are ſubject and liable to.

Provided always, That if any Perſon or Perſons ſhall ſet up any unjuſt or unreaſonable Claims to any Right of Common, or other Right as aforeſaid, in and upon the ſaid Moors, Waſtes, or Commons; or in caſe any Perſon or Perſons ſhall make any unreaſonable or unjuſt Objection to ſuch Claims, and thereby occaſion any unneceſſary Expence, by referring ſuch Claims and Objections to the ſaid Arbitrators, it ſhall and may be lawful to and for the ſaid Arbitrators, or any Two of them, to aſſeſs ſuch Coſts as to them ſhall ſeem reaſonable, upon ſuch Perſon or Perſons, making ſuch unreaſonable or unjuſt Claims or Objections, and by Warrant under the Hands and Seals of ſuch Arbitrators, or any Two of them, to levy the ſame upon the Goods and Chattels of ſuch Perſon or Perſons, ſo making ſuch unjuſt Claims or Objections, and to apply the ſame towards defraying the Expences of the Perſon or Perſons in whoſe Favour ſuch Claims or Objections ſhall be determined.

And be it further Enacted, by the Authority aforeſaid, That in caſe any Diſputes ſhall ariſe touching any of the Boundaries of the ſaid Waſtes, Moors,

Moors, or Commons, hereby intended to be divided, and the Perſon or Perſons, who ſhall diſpute the ſaid Boundaries, or any of them, ſhall be willing to refer the ſaid Diſpute to the ſaid Arbitrators, or any Two of them, it ſhall and may be lawful to and for the ſaid Commiſſioners and their Succeſſors, or any Three or more of them, together with the ſaid Perſon or Perſons ſo diſputing the ſame, to refer ſuch Diſputes to the ſaid Arbitrators, or any Two of them; who are hereby authorized and impowered, by ſuch Ways and Means as aforeſaid, to examine into the Truth and Merits of the ſaid Diſputes, and to make their Award, in Writing, touching the ſame, under their Hands and Seals, within the Space of Six Calendar Months next after ſuch Reference; and ſuch Award or Determination ſhall be final and concluſive to all Parties whatſoever; and which ſaid Award ſhall, within Three Months next after the Execution thereof, be depoſited and filed in the Auditor's Office aforeſaid; and a true Copy thereof ſhall be made, and allowed and admitted as Evidence thereof in all Courts of Record, as aforeſaid.

And it is hereby further Declared and Enacted, by the Authority aforeſaid, That the Charges and Expences incident to, and attending the obtaining and paſſing this preſent Act, and of ſurveying, meaſuring, dividing, and allotting, the ſaid Moors or Commons ſo intended to be incloſed, as aforeſaid, and of preparing, making, executing, and inrolling, the ſaid Award or Inſtrument, as aforeſaid, and alſo the Charges and Expences of the Commiſſioners in and about the Execution of the Powers and Authorities given to, and veſted in, them by this Act, and all other incident Charges and Expences whatſoever relating to the Premiſes, ſhall be jointly borne and paid by the reſpective Perſons to whom the ſaid Lands and Grounds, ſo to be divided and incloſed, ſhall reſpectively be allotted, in proportion to the full yearly Value of their reſpective Farms, Lands, and Grounds, and the Moiety of the yearly Value of their Houſes or Mills, in reſpect whereof they are reſpectively intitled to Right of Common, as aforeſaid; ſuch yearly Value to be ſettled and aſcertained in Manner and Form according to the Directions of this preſent Act: And in caſe any Perſons chargeable with, or contributable to, ſuch Charges and Expences by virtue of this Act, ſhall refuſe or neglect to pay his, her, or their, ſaid Proportion or Proportions of the ſaid Charges and Expences, within the Time limited by the ſaid Commiſſioners, and their Succeſſors, or any Three or more of them, to ſuch Perſon or Perſons as they ſhall appoint; then the ſaid Commiſſioners, and their Succeſſors, or any Three or more of them, ſhall and may, by Warrant under their Hands and Seals, cauſe the ſame to be levied by Diſtreſs and Sale of the Goods and Chattels of the Owner or Owners refuſing or neglecting to pay the ſame; rendering the Overplus (if any be) upon Demand, to the Owner or Owners of ſuch Goods and Chattels; the reaſonable Charges in and about every ſuch Diſtreſs and Sale being firſt deducted and paid.

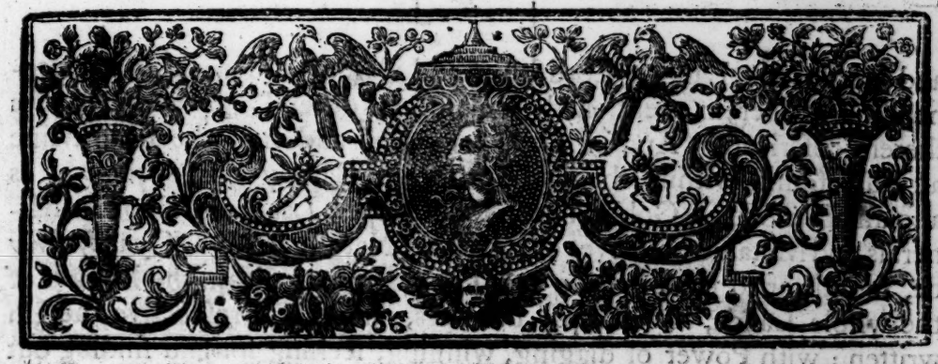
Provided, That the ſaid annual Rents, ſo reſerved and made payable, by virtue of this Act, to the Lord Biſhop of *Durham*, and his Succeſſors, as aforeſaid, ſhall not be chargeable with, or contributable to, the ſaid Charges and Expences, or any Part or Proportion thereof.

Saving,

Saving always to the KING's moſt Excellent MAJESTY, his Heirs and Succeſſors, and to all and every other Perſon and Perſons, Bodies Politick and Corporate, his, her, and their Heirs, Succeſſors, Executors, and Adminiſtrators (Other than the Lord of the Manor of *Wolſingham* aforeſaid, and his Succeſſors, and all and every other Perſon or Perſons, and their Heirs, claiming, or intitled to, any Common Right in, over, or upon the ſaid Commons or Moors ſo intended to be incloſed, as aforeſaid, for the Time being, and the Perſons and their Heirs referring ſuch Diſputes in relation to the ſaid Boundaries, as aforeſaid), All ſuch Right, Title, and Intereſt, as they, every or any of them, had and enjoyed of, in, to, or out of, the ſaid Commons or Moors intended and appointed to be incloſed, as aforeſaid, before the paſſing this Act, or could, might, or ought to have had, held, or enjoyed, in caſe this Act had not been made.

An ACT *for Incloſing and Dividing the Moors and Commons within the Chapelry of* Hamſterly, *in the Manor of* Wolſingham, *and County of* Durham.

K. Great Brit. - George II
358.6.3
No 11



31 Geo. II. c. 11.
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AN

ACT

FOR

Confirming a Contract of Leaſe of Mines between Charles *Duke of* Queenſberry *and* Dover *of the one Part; and* Ronald Crawfurd, James Crawfurd, *and* Daniel Telfer *of the other Part; and for enabling the ſaid Duke and his Heirs of Entail to grant Leaſes in Terms of the ſaid Contract.*



WHEREAS *James* Duke of *Queenſberry* deceaſed, Father of *Charles* the preſent Duke of *Queenſberry* and Duke of *Dover*, did, by a Diſpoſition and Tailzie, bearing Date the Twenty Sixth Day of *December*, One Thouſand Seven Hundred and Five, recorded in the Regiſter of Tailzies the Twenty Firſt Day of *February*, One Thouſand Seven Hundred and Twenty Four, and in the Books of Council and Seſſion the Seventeenth Day of *June*, One Thouſand Seven Hundred and Twenty Four, ſell, annailzie, and diſpone heretably and irredeemably to himſelf for Life; which failing, to his Son the ſaid *Charles*, now Duke of *Queenſberry* and *Dover*, and the Heirs Male lawfully to be procreated of his Body in Fee; whom failing, to ſeveral other Perſons mentioned in the ſaid Tailzie, and their Heirs reſpectively as therein deſcribed, the Land and Barony of *Drumlanrigg*, the Lands, Baronies, and Lordſhips of *Torthorwall*, and all

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and whole the Lands, Lordſhip, and Barony of *Sanquhar* comprehending as therein mentioned, and ſeveral other Lands and Baronies therein deſcribed. And in like Manner all and hail the Lead Mine already found within the ſaid Lands and Barony of *Sanquhar*; as alſo all other Mines, Gold, Silver, Tin, Copper, Lead, and all other Minerals and Metals whatſoever of whatever Nature, Kind or Quality they be, found, or to be found, in any Time coming, within the Bounds of the whole Lands, Lordſhips, Baronies, and others reſpective therein written; with Power of digging, winning, ſeeking for and finding out the ſaid Mines, Minerals and Metals, of whatever Nature or Quality, within any Part of the Lands, Baronies, and others particularly and generally above written; as alſo with Power of digging, winning, ſeeking for, and finding out the ſaid Mines, Minerals and Metals; as alſo with Power and Privilege of Ways and Paſſages from the ſame and to the ſame; and generally to do, uſe, and exerce all and ſundry other Means and Methods requiſite as ſhall ſeem expedient for digging and winning of the ſame, and of uſing and diſpoſing of the ſaid Mines, Minerals and Metals of whatever Quality and Degree they be of, and of applying the whole Profits and Advantages thereof to their own Uſe; as alſo with Power and Liberty of Smelting the ſaid Metals, purifying and refining of the ſame, and tranſporting of the ſame over Seas, except the Gold and Silver, which, by the Laws of the Kingdom of *Scotland*, are prohibited to be exported; and generally with all and ſundry other Privileges, Liberties and Immunities whatſoever pertaining, or which, by the Law of the Kingdom, were known to appertain or belong to any other Mines and their Operations: Provided and declared, That it ſhould not be lawful to the ſaid *Charles* Duke of *Queenſberry* and *Dover*, and the Heirs Male of his Body, or to the other Heirs of Tailzie therein mentioned, or any of them, to ſell, wadſett, or diſpone any of the foreſaid Lands, Baronies and others aforeſaid, nor any Part of the ſame, or to grant Infeftments of Liferent or Annualrent out of the ſame, or to contract Debts, nor to do any other Fact or Deed whereby the ſame or any Part thereof might be adjudged, apprized, or any ways evicted from them, or any of them, except ſo far as they were empowered in Manner therein mentioned; and the ſaid *Charles* Duke of *Queenſberry* and *Dover*, and the other Heirs of Tailzie above-ſpecified, ſhould not ſet Tacks or Rentals of the ſaid Lands for any longer Space than the Setter's Lifetime, or for Nineteen Years, and that without Diminution of the Rental at leaſt, at the juſt Avail for the Time; as in the ſaid Deed of Tailzie, of the Date foreſaid, containing the uſual prohibitory, irritant and reſolutive Clauſes, at more length is contained.

And whereas the foreſaid Lead Mine, mentioned in the ſaid Deed of Tailzie to have been found within the Lands and Barony of *Sanquhar*, hath been, at a very great Expence, dug and wrought, and the Profits ariſing thereby to the ſaid *Charles* Duke of *Queenſberry* and *Dover*, and to the ſaid entailed Eſtate, are very conſiderable, and by the Diſcoveries which have been made of other Veins of Ore on the ſame Lands and Barony, and the Improvements ſtill neceſſary for perfecting

fecting and preſerving the Works already begun, theſe Profits may be greatly encreaſed: But the ſaid *Charles* Duke of *Queenſberry* and *Dover*, and the other Heirs of Entail, being reſtrained by the ſaid Deed of Tailzie from granting Leaſes for a longer Term than Nineteen Years, are thereby deprived of the Advantages which might accrue from theſe Diſcoveries and Improvements, as no Perſon will undertake Works of ſo great Expence and Time for the Conſideration of a Leaſe for Nineteen Years,

And whereas, by Contract of Leaſe between the ſaid *Charles* Duke of *Queenſberry* and *Dover* of the one Part, and *Ronald Crawfurd* of *Reſtalrigg*, Writer to the Signet, *James Crawfurd* Merchant in *Rotterdam*, and *Daniel Telfer*, eldeſt lawful Son to *Alexander Telfer* of *Symmington* of the other Part, bearing Date the Twenty-Third Day of *September*, One Thouſand Seven Hundred Fifty-five, the ſaid *Charles* Duke of *Queenſberry* and *Dover* did Grant and Demiſe to the ſaid *Ronald Crawfurd* in Four Eight Parts; to the ſaid *James Crawfurd* in two Eight Parts; and to the ſaid *Daniel Telfer* in Two Eight Parts, and to their Heirs, ſubject to the Limitations and Reſtrictions therein ſtipulated, a Leaſe of the Graſs, Paſturage, and Surface of the Farm of *Wanlockhead*, as bounded by Mounts of Earth, lately raiſed by Direction of Mr. *James Ferguſon* of *Craigdarroch*, Advocate, on the Marches of the ſame, with the ſaid Duke's other Property Lands, and thoſe of the Earl of *Hopeton*, and as the ſaid Farm is further bounded by the Property Lands of other Heretors, ſubject always to be adjuſted in Manner ſet forth in the ſecond Article of the ſaid Contract; and likewiſe by and under the Name of a mining Liberty allenarly, a Leaſe of the ſaid Farm of *Wanlockhead*, and of theſe Parts of the contiguous Farms of *Glengaber* and *Coigſhead*, march'd as follows, *viz.* From the North-Eaſt Corner of the March of *Wanlockhead*, at the Head of the Limping Rigg along the March, betwixt *Glengaber* and the Earl of *Selkirk*'s Grounds, to the Head of the *Sowen Burn*, and down the ſaid *Burn* to *Wanlock Water*, and from thence croſs the ſaid Water in a ſtrait Line up the Hill, from the Foot of the ſaid *Burn*, to the Eaſt End of the Hollow called *Glenſhilloch* upon the Top of the Hill, and from thence down the Hill, within the Farm of *Coigſhead*, along the ſaid *Glenſhilloch*, to a Hollow in a Moſs, which turns to the left Hand towards *Coigſhead Burn*, and from thence along the ſaid Hollow in a ſtrait Line to the ſaid *Burn*, and from thence up the ſaid *Burn* to the Foot of a Ridge, which runs from the North-Weſt Corner of the March of *Wanlockhead*, at the Top of the *Shilling Rig* to the ſaid *Coigſhead Burn*, and from the Foot of the ſaid Ridge along the Summit thereof up Hill to the ſaid North-Weſt Corner of the March of *Wanlockhead*: And which Marches were further to be aſcertained and adjuſted by Mounts of Earth, to be raiſed thereon by the Direction of the ſaid Mr. *James Ferguſon*, and *David Williamſon* Overſeer to the ſaid Meſſrs. *Crawfurd* and *Telfer*, as the Meiths betwixt the ſaid mining Liberty and the ſaid *Charles* Duke of *Queensberry* and *Dover* his Property Lands, and the Marches along the Property Lands of other Heretors, were ſubject to be adjuſted in Manner

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ſet forth in the ſecond Article of the ſaid Contract, and of all and every Veins of Lead, and Metals, and Minerals, of every Kind (Gold excepted) diſcovered, or to be diſcovered, within the Bounds of the ſaid Farm of *Wanlockhead*, and others therein mentioned, the Parts above deſcribed of the ſaid Farms of *Glengaber* and *Coigſhead*, all lying within the Pariſh of *Sanquhar* and Sheriffdom of *Dumfries*. And the ſaid *Charles* Duke of *Queenſberry* and *Dover* did thereby Give and Grant to the ſaid *Ronald Crawfurd*, *James Crawfurd*, and *Daniel Telfer*, and their Foreſaids, all Right and Title he had or might have in and to the Smelting and Refining Milns, Engines, Houſes, and other Conveniencies preſently built, put up, and made, or to be built, put up, and made within and upon the Grounds thereby demiſed, by the late and preſent Leſſees of the ſame, and in and to all Sloggs and Waſtes that are or ſhall, at the Termination of the Current Leaſe after mentioned of Part of the ſaid Mining Liberty, be in and upon the ſaid Grounds. And the ſaid *Charles* Duke of *Queenſberry* and *Dover* thereby further Gave and Granted to the ſaid *Ronald* and *James Crawfurds* and *Daniel Telfer*, and their Foreſaids, full Power of ſearching for, and taking out from below Ground, all Lead Ore, and other Metals and Minerals of every Kind (Gold excepted) which they could find or diſcover within the ſaid Mining Liberty, and Smelting into Bar Lead, and otherwiſe dreſſing, refining, and manufacturing the ſaid Ore, Metals, and Minerals, and of erecting Houſes, Milns, Engines, and other Conveniencies neceſſary for theſe Purpoſes, within and upon the Grounds of the ſaid Mining Liberty, and of raiſing and conveying, for theſe Purpoſes, by Water-Courſes or Levels, above or below Ground in the ſaid Mining Liberty, and through the contiguous Grounds of the ſaid *Charles* Duke of *Queenſberry* and *Dover* his Eſtate, all Water they the ſaid Leſſees might find neceſſary for the Uſe of the ſaid Works in ſuch Manner as they ſhould think proper, and of raiſing and away carrying from the ſaid Grounds of *Wanlockhead*, *Glengaber* and *Coigſhead* thereby demiſed, and from that Part of the contiguous Farm of *Glenim* deſcribed in a Writing executed by the ſaid Mr. *James Ferguſon*, and by the ſaid *Alexander Telfer* of *Symmington*, and *James Thomſon* Tenant of *Glenim*, on the Twenty-Eighth Day of *September*, One Thouſand Seven-Hundred and Forty-ſeven Years, Peats, Sodds, Turf, Divotts, Heather, Clay, Gravel, Sand, and all other Materials of every Kind that might be of Uſe for carrying on the foreſaid Mining Works, and accommodating with Fire and otherwiſe the Perſons to be employed in and about the ſame; and after the Moſſes in the Grounds of the ſaid Mining Liberty and Farm of *Glenim* were exhauſted by the ſaid Meſſrs. *Crawfurd* and *Telfer* and their Servants, the ſaid *Charles* Duke of *Queenſberry* and *Dover* did thereby grant to them and their Foreſaids the Liberty of ſuch other Moſſes in his the ſaid Duke's Eſtate, as might be moſt convenient from Time to Time for the Uſe of the aforeſaid Mining Works and Perſons to be employed therein. And the ſaid Leaſe was thereby declared to have commenced *quoad* the Graſs, Paſturage, and Surface of the ſaid Farm of *Wanlockhead*

lockhead (ſubject always to the Liberties and Privileges thereon ſtill ſubſiſting in Favour of the Governor and Company after mentioned for and during the Leaſe after ſpecified) at the Term of *Whitſunday* then laſt by paſt One Thouſand Seven Hundred and Fifty-Five, and on the Fourteenth Day of *Auguſt* then laſt by paſt *quoad* that Part of the Mining Liberty thereby demiſed, lately poſſeſſed by *Alexander Telfer* of *Symmington*, and *quoad* that Part of the ſaid Mining Liberty then poſſeſſed by the Governor and Company, for Smelting down Lead with Pit-Coal and Sea-Coal, the Leaſe thereby granted was to commence on the Day of Expiry of the ſaid Company's Leaſe, being the Twelfth Day of *Auguſt*, One Thouſand Seven Hundred and Fifty-Six Years. And the ſaid Leaſe then granted was to continue and endure for the Space of Nineteen Years from and after the Fourteenth Day of *Auguſt* then laſt by paſt; and ſo far as the ſaid *Charles* Duke of *Queenſberry* and *Dover* had, or might have, Power of Granting, for prorogating the ſame for further Terms, he did thereby prorogate the ſaid Leaſe for the further Term of Thirty-Eight Years after Expiry of the ſame; and obliged himſelf to apply to Parliament for an Act confirming the ſaid Contract and Agreement, and enabling him to grant the ſaid Prorogation. And moreover giving and thereby Granting to the ſaid Meſſrs. *Crawfurd* and *Telfer*, and their Foreſaids, the Benefit of all Exemptions and Immunities from Duties, Cuſtoms, Shore-dues, and Anchorages on the Lead or other Minerals to be raiſed within the Bounds of the Mining Liberty thereby demiſed, ſo far as the ſaid *Charles* Duke of *Queenſberry* and *Dover* had Right by Acts of Parliament and Grants from the Crown. And on the other Part, the ſaid *Ronald Crawfurd*, *James Crawfurd*, and *Daniel Telfer* were to pay a Rent of Twelve Pounds Sterling to the ſaid *Charles* Duke of *Queenſberry* and *Dover*, and his Heirs for the Paſturage and Surface of the ſaid Farm of *Wanlockhead*, commencing the firſt Year's Payment thereof at the Term of *Whitſunday*, One Thouſand Seven Hundred and Fifty Six, for the Year immediately preceeding; and ſo forth yearly thereafter during the Years of the ſaid Leaſe and Prorogation above mentioned: And it was agreed, that the Farm or Tack-duty, to be payable and belong to the ſaid *Charles* Duke of *Queenſberry* and *Dover*, and his Heirs, for and on Account of the ſaid Mining Liberty, was to be one Sixth Part of the total Produce of Metals of every Kind to be brought above Ground out of the ſaid Mines, only that during the firſt Ten Years of the ſaid Leaſe, the Tack-duty out of the Produce from the aforeſaid Farms of *Glengaber* and *Coigſhead* ſhould be reſtricted to One Seventh; and the aforeſaid Tack-duty was to be deliverable by the Leſſees dreſſed at their Charges equally well, and in the ſame State and Condition that the Stock ſhould be ſent to Market, and prior to ſending the ſame or any Part thereof to Market; And further, that the whole Lead Ore, and other Matters to make Lead of, that ſhould be taken out of the ſaid Mines, were not to be merchantable, or removed from the aforeſaid Mining Liberty, until the

ſaid Leſſees ſhould (and which they were duly, timeouſly, and faithfully to do on their own proper Charges) waſh, dreſs, and ſmelt the ſame into good and ſufficient Bar Lead, each Bar to contain Eight Stones *Amſterdam* Weight, or thereby; nor ſhould the ſaid Bar Lead, or any Part thereof, be removeable from the Milns where the ſame ſhould be ſmelted or refined in the Manner under written, until ſuch Bar Lead ſhould, on the Charges of the ſaid Leſſees, and in Preſence of the Agent of the ſaid *Charles* Duke of *Queenſberry* and *Dover* reſiding at *Wanlockhead*, be weighed over and divided, and the ſaid Duke's Tack-duty delivered to the ſaid Agent, at leaſt not until three Days previous Notice of the Time of ſuch weighing and dividing ſhould be given to ſuch Agent in order to his Attendance thereat; and in caſe of his Failure to attend, the ſaid Bar Lead ſhall not be removable until the Tack-duty ſhould be fairly ſet aſide, as the Property of the ſaid *Charles* Duke of *Queenſberry* and *Dover* and his Heirs. And that as the expreſs Condition of granting the ſaid Leaſe to the aforeſaid Meſſieurs *Crawfurd* and *Telfer* was, that they had engaged, in order to perpetuating Mining Works at *Wanlockhead*, and diſcovering all the Veins therein, which lie betwixt the extreme Boundary of the ſaid Farm with the Lands and Eſtate of *Hopeton*, and the Vein commonly called the *Strait Step* Vein, to carry on, with all Expedition poſſible, the Levels therein mentioned, under the Conditions and Penalties therein expreſſed: Therefore the ſaid Leſſees were, on their own Charges, to carry on a Level at the Randum of the *White's Cleugh* Level, from the Point where that Level did cut the ſaid *Strait Step* Vein on the North End thereof Eaſtward, up *White's Cleugh Burn* to the Vein called *Cove*'s Vein, and likewiſe a Level from that Vein to be begun at a Randum not higher than Fifty Fathoms above the ſaid low Level Eaſtward to the aforeſaid Boundary with the Eſtate of *Hopeton*: And in caſe, after compleating the foreſaid high Level, it ſhould be judged by the Opinion of Men of Skill and Judgment in Mining, to be appointed by the Court of Seſſion, on Application to them made by the ſaid *Charles* Duke of *Queenſberry* and *Dover*, or his Heirs, in caſe they and the ſaid Leſſees did not agree on ſuch Perſons themſelves, that it ſhould be expedient and advantageous for perpetuating the ſaid Mining Works, to carry on a Level at the Randum above mentioned of the *White-Cleugh* Level, then the ſaid Leſſees were to carry up ſuch low Level to the Boundary aforeſaid of the Eſtate of *Hopeton* (on having ſuch Prorogation made to the Leaſe beyond their preſent Term) as in the Opinion of the aforeſaid Men of Skill and Judgment ſhould be reaſonable in order to encourage them to proſecute the ſaid low Level: And which Levels ſo to be made, were to be of a proper and ſufficient Depth and Wideneſs, and wrought in a regular and workmanlike Manner, with proper Shafts for conveying Air into the ſame; and the ſaid Leſſees were conſtantly to carry on the aforeſaid Levels without Interruption till the ſame were finiſhed; and in caſe they ſhould not before the Twelfth Day of *Auguſt*, One Thouſand Seven Hundred and Sixty-two Years, compleat and finiſh the Level firſt above deſcribed from *Strait Step* to *Cove*'s Vein, or ſhould not compleat the high Level

ſecondly therein deſcribed from *Cove*'s Vein to *Hopeton March* betwixt and the Twelfth Day of *Auguſt*, One Thouſand Seven Hundred and Seventy-Five Years, they the ſaid Leſſees, in either of the ſaid Caſes, ſhould, if required by the ſaid *Charles* Duke of *Queenſberry* and *Dover*, or his Heirs, depoſite in his or their Hands Five Thouſand Pounds *Sterling*, either on his own Bond, or, if more agreeable to the ſaid *Charles* Duke of *Queenſberry* and *Dover* and his foreſaids, on ſuch proper Security as ſhould be ſatisfying to them, or by transferring to them Three Thouſand Pounds Capital Stock in the Royal Bank of *Scotland*; and on receiving which Five Thouſand Pounds, or proper Security, or Transfer aforeſaid, the ſaid *Charles* Duke of *Queenſberry* and *Dover*, or his Heirs, receiving the ſame, were to grant a Bond or Back-bond, impowering the ſaid Leſſees to levy the Intereſt or Dividends that ſhould ariſe due on the ſaid Five Thouſand Pounds, or Capital Stock aforeſaid, betwixt and the ſaid Twelfth Day of *Auguſt*, One Thouſand Seven Hundred and Seventy-Five Years, and to levy the ſaid principal Sum, or Capital Stock itſelf, at the ſaid Day, or at any Period ſooner, when the two Levels and Shafts firſt therein deſcribed ſhould be compleated and finiſhed: But in caſe the ſame were not compleated and finiſhed on or before the ſaid Twelfth Day of *Auguſt*, One Thouſand Seven Hundred and Seventy-five Years, then the ſaid *Charles* Duke of *Queenſberry* and *Dover* and his foreſaids, were to be entitled to draw the Dividends or Intereſt that ſhould thereafter ariſe due upon the aforeſaid Depoſitation, and to be accountable therefore, with the legal Intereſt of the ſame, from and after receiving thereof to the ſaid Leſſees, to be paid at the Term of *Whitſunday* or *Martinmaſs* that ſhould be next ſubſequent to compleating the aforeſaid two Levels and Shafts; under this Condition always, that in caſe the ſame were not compleated before the Fourteenth Day of *Auguſt*, One Thouſand Eight Hundred and Twelve Years, then the ſaid principal Sum or Capital Stock and whole Dividends and Intereſt thereof, were abſolutely to belong to, and be levied by, the ſaid *Charles* Duke of *Queenſberry* and *Dover*, and his Heirs, as their own proper Money: And in caſe the ſaid Leſſees ſhould at any Time be inclined to diſpoſe of the aforeſaid Capital Stock, or to uplift the aforeſaid Five Thouſand Pounds from the Debtors in the ſame, the ſaid Duke and his aforeſaids ſhould be bound to agree thereto, on receiving Security to them ſatisfying for Five Thouſand Pounds from the Debtors in the ſame, to be qualified by a Back-bond in the Terms above written.

And whereas, Progreſs has been made by the ſaid Leſſees in the ſaid Works, but which are now ſuſpended, till the ſaid *Charles* Duke of *Queenſberry* and *Dover* ſhall aſſure unto them the full Term of the ſaid Leaſe.

And whereas it will be highly beneficial to the ſaid *Charles* Duke of *Queenſberry* and *Dover*, and to the other Heirs of Entail who ſhall ſucceed to the ſaid Tailzied Eſtate, that the Leaſe ſhould be confirmed, and the Works agreed to be made by the Leſſees finiſhed,

but

but which cannot, in reſpect of the ſaid Tailzie, be done without the Authority of Parliament.

May it therefore pleaſe your MAJESTY,

At the humble Petition and Requeſt of the ſaid *Charles* Duke of *Queenſberry* and *Dover*, that it may be Enacted: And it be Enacted by the King's Moſt Excellent Majeſty, by and with the Advice and Conſent of the Lords Spiritual and Temporal and Commons in this preſent Parliament aſſembled, and by the Authority of the ſame, That the ſaid Contract of Agreement for a Leaſe herein before ſet forth and recited, and all the Clauſes, Proviſions, Covenants, and Agreements therein contained, ſhall be, and the ſame are hereby ratified, confirmed, and eſtabliſhed, and ſhall be obſerved and carried into Execution, according to the Tenor, Purport, and true Intent, and Meaning of the ſame, to all Intents and Purpoſes whatſoever.

And for that Purpoſe it is hereby further Enacted by the Authority aforeſaid, That it ſhall and may be lawful to the ſaid *Charles* Duke of *Queenſberry* and *Dover*, and to his Heirs ſucceeding to him in the ſaid entailed Eſtate, and he and they are hereby required by Leaſe or Leaſes, or by any other Writing or Writings under his or their Hands, to aſſure unto the ſaid *Ronald Crawfurd*, *James Crawfurd*, and *Daniel Telfer*, and to their Repreſentatives and Aſſigns reſpectively for their ſeveral Intereſts, according to, and in Terms of the ſaid Contract of Leaſe herein before recited, a further Leaſe and Term or Terms of Thirty-Eight Years in the Premiſes (Let unto them and their Foreſaids by the ſame Contract of Leaſe) to be computed to commence and run from the Expiration of the firſt Term of Nineteen Years, for which the ſaid *Charles* Duke of *Queenſberry* and *Dover* had, by the ſaid Contract of Leaſe, in purſuance of the Powers granted to him by the ſaid Deed of Entail, Let in Leaſe the Premiſſes to the ſaid *Ronald Crawfurd*, *James Crawfurd*, and *Daniel Telfer*: But the ſaid further Term or Terms to be aſſured and granted with and under the ſeveral Conditions, Limitations, and Proviſions in the ſaid Contract of Leaſe contained.

And be it further Enacted by the Authority aforeſaid, That the ſaid Contract of Leaſe and the Leaſe or Leaſes or other Writing or Writings to be made and granted by the ſaid *Charles* Duke of *Queenſberry* and *Dover*, or by his Heirs ſucceeding to him in the ſaid Entailed Eſtate, (by Virtue of the Powers given to them by this preſent Act) for aſſuring unto the ſaid *Ronald Crawfurd*, *James Crawfurd* and *Daniel Telfer*, and their Foreſaids, for their reſpective Intereſts, the ſaid further Term of Thirty-Eight Years, after Expiration of the firſt Term of Nineteen Years as aforeſaid, ſhall be good, valid, ſufficient, and effectual to all Intents and Purpoſes, according to the true Intent and Meaning of the ſame, againſt the ſaid *Charles* Duke of *Queenſberry* and *Dover*, and all other Perſon

or

or Perſons having or claiming any Intereſt under the ſaid Deed of Entail herein before recited, any Thing in the ſaid Deed of Entail to the contrary notwithſtanding.

Saving to the King's Moſt Excellent Majeſty, His Heirs and Succeſſors, and to all and every other Perſon and Perſons, Bodies Politick and Corporate, his, her, and their Heirs, Succeſſors, Executors, and Adminiſtrators, (other than and except the ſaid *Charles* Duke of *Queenſberry* and *Dover*, and his Heirs, and all and every other Perſon claiming or to claim any Eſtate or Intereſt by Virtue of and under the ſaid Deed of Entail) all ſuch Eſtates, Rights, Titles, Intereſts, Claims, and Demands of, into, and out of the Lands, Mines, and Premiſſes, let or to be let in Leaſe as aforeſaid, as they, every, or any of them had before paſſing this Act, or ſhould or might have had and enjoyed in caſe this Act had never been made.

AN

ACT

FOR

Confirming a Contract of Lease of Mines between Charles *Duke of* Queensberry *and* Dover *of the one Part*; *and* Ronald Crawfurd, James Crawfurd, *and* Daniel Telfer *of the other Part*; *and for enabling the said Duke and his Heirs of Entail, to grant Leases in Terms of the said Contract.*

K Great Brit. - George II
552. b. 3
9

RH
No 12

31 Geo. II. c. 12.
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An ACT *to enable* John *Earl of* Egmont, *in the Kingdom of* Ireland, *to raiſe Money, for purchaſing Lands in* Great Britain, *for the Purpoſes of his Marriage-Settlement, by Mortgage, inſtead of Sale, of Part of his* Iriſh *Eſtate.*

WHereas by Indentures of Leaſe and Releaſe, bearing Date reſpectively the Eleventh and Twelfth Days of *February* One thouſand Seven hundred and Thirty-ſix, the Releaſe being of Seven Parts, and made, or mentioned to be made, between the Right Honourable *John* late Earl of *Egmont*, in the Kingdom of *Ireland*, ſince deceaſed, and the Right Honourable *Catherina* Counteſs of *Egmont* his Wife, ſince alſo deceaſed, of the Firſt Part; the Right Honourable *John* now Earl of *Egmont*, by his then Name and Deſcription of *John Perceval*, Eſquire, commonly called Lord Viſcount *Perceval*, only Son and Heir apparent of the ſaid *John* Earl of *Egmont*, by the ſaid *Catherina* Counteſs of *Egmont*, of the Second Part; the Right Honourable *Catherine Cecil*, One of the Daughters of the Right Honourable *James* Earl of *Salisbury*, deceaſed, afterwards Counteſs of *Egmont*, Wife of the ſaid *John* now Earl of *Egmont*, and ſince deceaſed, of the Third Part; the Right Honourable *Marmaduke Coghill*, Eſquire, late Chancellor of his Majeſty's Exchequer in the ſaid Kingdom of *Ireland*, and One of his Majeſty's moſt Honourable Privy-Council in that Kingdom, ſince deceaſed, and Sir *Marmaduke Wyville* Baronet, Poſtmaſter-General in

the ſaid Kingdom of *Ireland*, ſince alſo deceaſed, of the Fourth Part; *Matthew Lamb*, of *Lincoln's-Inn*, in the County of *Middleſex*, Eſquire, now Sir *Matthew Lamb* Baronet, and *Thomas Barſham*, of the *Inner Temple*, *London*, Gentleman, of the Fifth Part; the Right Honourable *James* Earl of *Salisbury*, Viſcount *Cranbourne*, and Baron *Cecil*, of *Eſſendon*, Brother of the ſaid Lady *Catherine Cecil*, the Right Honourable *Lewis* Earl of *Rockingham*, ſince deceaſed, *Francis Clerke*, of the Pariſh of *Saint George Hanover-Square*, in the County of *Middleſex*, Eſquire, now Sir *Francis Clerke*, Baronet, and *Edward Le Grand*, of the Pariſh of *Saint Martin in the Fields*, in the ſaid County of *Middleſex*, Eſquire, of the Sixth Part; and the Right Honourable *Edward Southwell*, Eſquire, his Majeſty's principal Secretary of State in the ſaid Kingdom of *Ireland*, ſince alſo deceaſed, and Sir *Philip Parker Long*, of *Arwarton*, in the County of *Suffolk*, Baronet, ſince deceaſed, of the Seventh Part; in Conſideration of a Marriage then intended, and which was ſoon after had and ſolemnized between the ſaid *John* now Earl of *Egmont* and the ſaid Lady *Catherina Cecil*, and for other Conſiderations in the ſaid Indenture of Seven Parts mentioned, it was covenanted and agreed that the ſaid *John* late Earl of *Egmont* and *Catherina* late Counteſs of *Egmont* his Wife, and *John*, then Lord *Perceval*, now Earl of *Egmont*, ſhould levy a Fine of all that capital Meſſuage or Manſion-houſe ſituate and being in *Burton*, in the County of *Cork*, in the Kingdom of *Ireland*, with the demeſne Lands and other Lands thereunto belonging or therewith commonly uſed, occupied, or enjoyed, and all that Park called *Burton Park*, lying and being in or near *Burton* aforeſaid, and which ſaid capital Meſſuage, Lands, and Park, were then in the Poſſeſſion of ſeveral Tenants at ſeveral yearly Rents amounting to Two hundred and Thirty-nine Pounds Eighteen Shillings and Seven Pence; and all thoſe ſeveral Towns, Meſſuages, Farms, Lands, and Hereditaments, ſituate, lying, and being, in the ſaid County of *Cork*, therein after particularly mentioned; that is to ſay, All that and thoſe Farm and Lands called *Banemore* and *Rathanane*, then in the Tenure of *John Freeman*, his Aſſigns, or Under-tenants, at the yearly Rent of One hundred and Twenty-eight Pounds One Shilling and Two Pence; and all that and thoſe Farm and Lands called *Killberry-hert*, then in the Tenure of *John Freeman* and *William Freeman*, at the ſeveral yearly Rents of Two Pounds Six Shillings and Ten Pence and Ninety-eight Pounds Thirteen Shillings and Two Pence, making together One hundred and One Pounds; and all that and thoſe Farm and Lands called *Gortneſoreggy*, then or late in the Tenure of *William Freeman*, Eſquire, at the yearly Rent of Thirty-one Pounds Fourteen Shillings and Six Pence; and all that and thoſe Farm and Lands called *Beallababallagh* alias *Beallabahallagh*, then rented by *Oliver Williams*, at the yearly Rent of One hundred and Forty-four Pounds Seven Shillings and Seven Pence Halfpenny; and all that and thoſe Farm and Lands called *Cluon-robin* alias *Clonrobin*, then or late in the Tenure or Occupation of *George Chapman*, at the yearly Rent of Ninety-ſeven Pounds Twelve Shillings; and all that and thoſe Farm and Lands called *Curragh*, and then known by the Names of *Curragh* and *Knocknecowlagh*, then or late in the Tenure or Occupation of Widow *Coakley*, at the yearly Rent of One

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hundred and Twenty-one Pounds; and alſo all that and thoſe Farm and Lands called *Canturk Park* alias *Drome Ichclare*, and then together with the *Millſtream Acres*, rented by *John Purſell* junior, at the yearly Rent of Sixty-eight Pounds Twelve Shillings; and all that and thoſe Farm and Lands called *Ballywellaghan*, then or late in the Tenure or Occupation of *William Turner*, at the yearly Rent of Forty-five Pounds; and all that and thoſe Farm and Lands called *Annagh*, late in the Tenure of *Thomas Wills*, and then held in Two ſeparate Farms by *Thomas Boles* and the Repreſentatives of *John Boreman*, Eſquire, at the ſeveral yearly Rents of Thirty-four Pounds Six Shillings and Twenty-three Pounds Thirteen Shillings and Six Pence, and the remaining Part thereof then lett to ſeveral Tenants at ſeveral yearly Rents amounting to Three hundred and Thirty-one Pounds Sixteen Shillings and Five Pence Halfpenny; and all that and thoſe Farm and Lands called *Garrinard* alias *Gorteenard*, then rented by *John Purſell* ſenior, at the yearly Rent of Twenty-five Pounds; and all that and thoſe Farm and Lands called *Ballinguile*, then or late in the Tenure of *John Freeman*, at the yearly Rent of Three hundred and Three Pounds Eight Shillings and Eight Pence; and all that and thoſe Farm and Lands being Part of a certain Town and Lands called *Roſsline*, then or late in the Tenure or Occupation of *Richard Purſell*, at the yearly Rent of One hundred and One Pounds; and all that and thoſe Farm and Lands called *Garranegivoge* alias *Garranmac Ivoge*, then rented by *William Freeman*, at the yearly Rent of Forty-nine Pounds Seven Shillings and Ten Pence; and all that and thoſe Farm and Lands called *Knockaloghert*, then or late in the Tenure of *Francis Gore*, Clerk, at the yearly Rent of Sixty-three Pounds Two Shillings and Eight Pence; and all that and thoſe Farm and Lands called *Bally Thomas* alias *Thomas Town*, late in the Tenure of *Denis Keating*, and then divided into Two Farms, One whereof retains the Name of *Thomas Town*, and then in the Tenure of *Eleanor Crofts*, at the yearly Rent of Thirty-five Pounds, and the other called *Tucker's Town*, then or late in the Tenure of *Denis Dawley*, at the yearly Rent of Thirty-eight Pounds Eighteen Shillings and One Penny; and all that and thoſe Farm and Lands called *Knocknegeehy*, then or late in the Tenure or Occupation of *William Freeman*, at the yearly Rent of Seventy Pounds; and all that and thoſe Farm and Lands called *Gortboſinny*, then or late in the Tenure or Occupation of *Robert Gwyn*, at the yearly Rent of Sixty-ſix Pounds; and all that Farm and Lands called *Curraghneleheſhery* alias *Curraghneleheſheragh*, then or late in the Tenure and Occupation of the ſaid *John* then Earl of *Egmont*, and computed to be of the yearly Value of Thirty-ſeven Pounds Six Shillings and Ten Pence Halfpenny; and all that and thoſe Farm and Lands called *Ballincurrigg* alias *Ballighory*, then rented by *Daniel Swain*, at the yearly Rent of Ninety-two Pounds Four Shillings and Nine Pence; and all that and thoſe Farm and Lands called *Ardskeagh*, then or late in the Tenure or Occupation of *Belcher Pedder*, at the yearly Rent of Sixty-ſeven Pounds Four Shillings and One Penny; and all that and thoſe Farm and Lands called *Bregoge*, then or late in the Tenure or Occupation of *Timothy Callaghan*, Eſquire, at the yearly Rent of One hundred Pounds; and all that and thoſe Farm and Lands called *Templemurry*, then or late in

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the Tenure or Occupation of *Benjamin Baſtable*, at the yearly Rent of One hundred and Forty-eight Pounds Three Shillings; and all that and thoſe Farm and Lands being Part of a certain Town or Lands called *Dromdowny*, then or late in the Tenure of the Repreſentatives of *Iſaac Watkins*, Eſquire, at the yearly Rent of Sixty Pounds; and all that and thoſe Farm and Lands called *Ballyma Cowe*, then or late in the Tenure or Occupation of *William Taylor*, at the yearly Rent of Seventy Pounds; and which ſaid capital Meſſuage, Park, Towns, Farms, Lands, Hereditaments, and Premiſes, are therein mentioned to be compriſed in the Settlement made on the Marriage of the ſaid *John* late Earl of *Egmont* with the ſaid *Catherina* late Counteſs of *Egmont*, and to be thereby limited to the Firſt and every other Son of that Marriage ſucceſſively in Tail Male: And it was thereby agreed and declared that the ſaid Fine ſhould be and enure to the Uſe of the ſaid *Marmaduke Coghill* and Sir *Marmaduke Wyvill*, and their Heirs, to make them Tenants to the Freehold of the ſame Premiſes, in order that a Common Recovery ſhould be had and ſuffered thereof, wherein the ſaid *John* Lord *Perceval* ſhould be vouched, and for the Conſideration aforementioned he the ſaid *John* late Earl of *Egmont* did by the ſaid Indenture of Seven Parts, and a Bargain and Sale for One Year, therein referred to, grant, releaſe, and convey, unto the ſaid *Marmaduke Coghill* and Sir *Marmaduke Wyvill*, and their Heirs, all that and thoſe Farm and Lands called *Aghaburren* and *Cahirnogher*, then or late in the Tenure of the Repreſentatives of *Perceval Conron*, Eſquire, deceaſed, their Aſſigns or Undertenants, and for which they paid the yearly Rent of Forty-three Pounds and Ten Shillings; and all that and thoſe Farm and Lands called *Ballygracy Lands*, then in the Occupation of ſeveral Perſons, and for which they paid ſeveral yearly Rents amounting to Thirty-nine Pounds and Ten Pence; and all that and thoſe Farm and Lands called *Ballyne Bowl* and *Ballycriſty*, then or late in the Tenure of *George Crofts*, Eſquire, his Aſſigns or Undertenants, and for which he paid the yearly Rent of Fifty-four Pounds Fifteen Shillings; and all that and thoſe Farm and Lands called *Ballybane*, then or late in the Tenure or Occupation of *Henry Wrixon*, his Aſſigns or Undertenants, and for which he paid the yearly Rent of Forty Pounds; and all that and thoſe Farm and Lands called *Canturk Lands*, then in the Occupation of ſeveral Perſons, and for which they paid ſeveral yearly Rents amounting to One hundred and Seventy-eight Pounds Eleven Shillings and Nine Pence; and that and thoſe Farm and Lands called *Church Town Lands*, then or late in the ſeveral Tenures or Occupations of the ſaid *George Crofts* and others, and for which they paid ſeveral yearly Rents amounting to Thirty-five Pounds One Shilling and Ten Pence; and all thoſe Quit-Rents, Cheifries, or Fee-farm Rents, iſſuing and payable out of divers Lands and Hereditaments in the County of *Cork*, and amounting together to the yearly Sum of One Pound Ten Shillings; and all that and thoſe Farm and Lands called *Coolmore*, then or late in the Tenure of *Thomas Boles*, Eſquire, his Aſſigns or Under-tenants, and for which he paid the yearly Rent of Thirty-two Pounds Five Shillings; and all that and thoſe Farm and Lands being Part of a Town or Lands called *Downdeady*, then or late in the Tenure of *Matthew Hea*, his Aſſigns or Undertenants,

tenants, and for which he paid the yearly Rent of One hundred and Eighteen Pounds Ten Shillings; and all that and thoſe Farm and Lands being other Part of the ſaid Town or Lands called *Downdeady*, then or late in the Tenure or Occupation of *Richard Purſell*, his Aſſigns or Under-tenants, and for which he paid the yearly Rent of Forty-one Pounds Ten Shillings; and all that and thoſe Farm and Lands called *Drumcarbud*, then or late in the Tenure or Occupation of *William Taylor*, Eſquire, his Aſſigns or Under-tenants, and for which he paid the yearly Rent of Twenty-one Pounds Fourteen Shillings; and all that and thoſe Farm and Lands called *Knockilbreedy* and *Ballinemuck*, in the Occupation of ſeveral Perſons, at ſeveral yearly Rents amounting together to Fifty-ſix Pounds and Eight Shillings; and all that and thoſe Farm and Lands called *Killevarrig*, then or late in the Tenure or Occupation of *William Freeman*, Eſquire, his Aſſigns or Under-tenants, and for which he paid the yearly Rent of Seventy Pounds Sixteen Shillings and Nine Pence; and all that and thoſe Farm and Lands called *Knocklonicurrypy*, then or late in the Tenure or Occupation of *Dominick White*, his Aſſigns or Under-tenants, and for which he paid the yearly Rent of Sixteen Pounds; and all that and thoſe Farm and Lands being Part of a certain Town or Lands called *Melragh*, then or late in the Tenure or Occupation of the Repreſentatives of *Richard Purſell*, deceaſed, their Aſſigns or Under-tenants, and for which they paid the yearly Rent of Forty-one Pounds Ten Shillings; and all that and thoſe Farm and Lands being other Part of the ſaid Town or Lands called *Melragh*, then or late in the Tenure or Occupation of *John Sweeny*, his Aſſigns or Under-tenants, and for which he paid the yearly Rent of Thirty-five Pounds and Eleven Shillings; and all that and thoſe Farm and Lands called *Velvex Town*, then or late in the Tenure of *Chriſtopher Croſts*, his Aſſigns or Under-tenants, and for which he paid the yearly Rent of One hundred and Fifty-one Pounds Four Shillings and Seven Pence Halfpenny; and all that and thoſe Farm and Lands called *Claſganiffe*, then or late in the Tenure of *Chriſtopher Conron*, Eſquire, his Aſſigns or Under-tenants, and for which he paid the yearly Rent of Sixty-four Pounds Eighteen Shillings and Five Pence; and all that and thoſe Farm and Lands called *Coolnemagh*, then or late in the Tenure of *Robert Wrixon*, his Aſſigns or Under-tenants, and for which he paid the yearly Rent of Fifty-five Pounds Fifteen Shillings and Eight Pence; and alſo all that and thoſe Farm and Lands called *Drumdeer*, then or late in the Tenure of the ſaid *Chriſtopher Conron*, his Aſſigns or Under-tenants, and for which he paid the yearly Rent of Sixty Pounds; which ſaid yearly Rents at and for which the ſeveral Towns, Farms, Lands, Tenements, and Hereditaments, intended to be compriſed in the ſaid Fine and Recovery therein before covenanted and agreed to be levied and ſuffered, and therein before granted and releaſed reſpectively, are mentioned to be lett ſo together, with the ſaid Chiefries, and to amount in the whole to the annual Rent or yearly Sum of Three thouſand Eight hundred and Fifty-two Pounds Ten Shillings and Eight Pence; and alſo all that and thoſe Farm and Lands called *Jordan's Town* and *Liskilly*, then or late in the Tenure of *William Dampier*, his Aſſigns or Under-tenants, and for which he paid the yearly Rent of Forty-ſix Pounds; and alſo all that and thoſe

Farm and Lands called *Creganecourty* and *Gortenroe*, then or late in the Tenure of *John Freeman*, his Aſſigns or Under-tenants, and for which he paid the yearly Rent of Sixty-one Pounds; and alſo all that and thoſe Farm and Lands called *Gortfinleary*, then or late in the Tenure of the ſaid *Robert Wrixon*, his Aſſigns or Under-tenants, and for which he paid the yearly Rent of Nine Pounds; and alſo all that and thoſe Farm and Lands called *Killinleagh*, then or late in the Tenure of *Roger Calaghane*, his Aſſigns or Under-tenants, and for which he paid the yearly Rent of Thirty-two Pounds Ten Shillings; and alſo all that and thoſe Farm and Lands called *Shaneloghert*, then or late in the Tenure of *John Wrixon*, his Aſſigns or Undertenants, and for which he paid the yearly Rent of Thirty-two Pounds and Five Shillings; and alſo all that and thoſe Farm and Lands called *Spittle and Jordan's Gardens*, then or late in the Tenure of *Chriſtopher Waggett*, his Aſſigns or Under-tenants, and for which he paid the yearly Rent of Forty-one Pounds; and alſo all that and thoſe Farm and Lands called *Stradeen*, then or late in the Tenure of the ſaid *Richard Purſell*, and for which he paid the yearly Rent of Eighteen Pounds; and alſo all that and thoſe Farm and Lands called *Welche's Town* and *Ballinegallaing*, then or late in the Tenure of the ſaid *Chriſtopher Conron*, his Aſſigns or Under-tenants, and for which he paid the yearly Rent of One hundred and Twenty-four Pounds One Shilling and Ten Pence; which ſaid ſeveral Towns, Farms, Lands, and Tenements, therein laſt before-mentioned and deſcribed, and whereof the yearly Rents amount together to Three hundred and Sixty-three Pounds Sixteen Shillings and Ten Pence, were therein mentioned to be then in Mortgage to *George* Lord Biſhop of *Cloyne* in *Ireland*, for ſecuring to him the Payment by the ſaid *John* Earl of *Egmont* of the Sum of Three thouſand Pounds, and Intereſt at Five Pounds *per Centum per Annum*: And alſo all that and thoſe Farm and Lands called *Ballinliny* and *Ballinrahy*, then or late in the Tenure of *Thomas Harris*, his Aſſigns or Under-tenants, and for which he paid the yearly Rent of One hundred and Thirty-nine Pounds Three Shillings; and alſo all that and thoſe Farm and Lands called *Ballinegrah* and *Dromon*, then or late in the Tenure of *Richard Hunt*, his Aſſigns or Under-tenants, and for which he paid the yearly Rent of One hundred and Forty-ſix Pounds Seven Shillings and Five Pence; and alſo all that and thoſe Farms and Lands called *Balliroe* and *Moneileen*, then or late in the Tenure of the ſaid *William Taylor*, his Aſſigns or Under-tenants, and for which he paid the yearly Rent of One hundred and Ten Pounds; and alſo all that and thoſe Farm and Lands called *Ballygiblin*, then or late in the Tenure of *Nicholas Wrixon*, his Aſſigns or Under-tenants, and for which he paid the yearly Rent of Sixty-ſix Pounds; and alſo all that and thoſe Farm and Lands called *Boannah Tullogh* and *Dunbarry*, then or late in the Tenure of *Carlton Conron*, his Aſſigns or Under-tenants, for which he paid the yearly Rent of One hundred and Thirteen Pounds Nineteen Shillings and Four Pence; and alſo all that and thoſe Farm and Lands called *Carigeen*, *Lackeen*, and *Garimard*, then or late in the Tenure of the ſaid *George Crofts*, his Aſſigns or Under-tenants, and for which he paid the yearly Rent of Sixty-one Pounds; and alſo all that and thoſe Farm and Lands called

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Coolcaum, then or late in the Tenure of the Repreſentatives of *George Conron*, deceaſed, their Aſſigns or Under-tenants, and for which they paid the yearly Rent of One hundred and Thirty-ſix Pounds Seven Shillings and Ten Pence; and alſo all that and thoſe Farm and Lands called *Kilpatrick*, then or late in the Tenure of the ſaid *Robert Wrixon*, his Aſſigns or Under-tenants, and for which he paid the yearly Rent of Eighteen Pounds; and which ſaid Towns, Farms, Lands, Tenements, and Hereditaments, therein laſt before deſcribed, and whereof the yearly Rents amount together to Seven hundred and Ninety Pounds Seventeen Shillings and Seven Pence, were therein mentioned to be then in Mortgage to *Francis Anneſley*, Eſquire, for ſecuring to him the Payment, by the ſaid *John* Earl of *Egmont*, of the Sum of Seven thouſand Pounds and Intereſt, at Five Pounds *per Centum per Annum*; and all and ſingular Houſes, Edifices, Buildings, Structures, Barns, Stables, Dove-houſes, Yards, Orchards, Gardens, Toſts, Curtilages, Commons and Common of Paſture, Waſtes, Heaths, Furzes, Moors, Marſhes, Bogs, void Grounds, Eaſements, Woods, Under-woods, Waters, Water-courſes, Fiſhings, Fiſhing-places, Turbary, Mines, Quarries, Liberties, Privileges, Profits, Commodities, and Appurtenances whatſoever, to the Towns, Farms, Meſſuages, Lands, Tenements, Hereditaments, and Premiſes, thereby laſt granted and releaſed, or to any Part thereof, reſpectively belonging or appertaining, or accepted, reputed, taken, or known, as Part, Parcel, or Member thereof, and the Reverſion and Reverſions, Remainder and Remainders, Rents, Iſſues, and Profits, of all and ſingular the ſame Premiſes: And it was, by the ſaid Indenture of Seven Parts, agreed and declared, That as well the Premiſes intended to be compriſed in the ſaid Fine and Common Recovery, as the Premiſes mentioned and intended to be thereby releaſed, ſhould paſs, veſt, and enure, to and for the ſeveral Uſes and Purpoſes therein after mentioned, limited, and declared, of and concerning the ſame; that is to ſay, As to the ſaid Quit Rents, Fee-farm Rents, and Chiefries, amounting together to One Pound Ten Shillings a Year, and all thoſe ſeveral Parts of the Town, Farm, and Lands, called *Annogh*, therein mentioned to be in the ſeveral Tenures of *Thomas Boles* and the Repreſentatives of *John Boreman*, at the ſeveral yearly Rents of Thirty-four Pounds Six Shillings, and Twenty-three Pounds Thirteen Shillings and Six Pence, and the ſeveral Towns, Farms, Lands, and Tenements, and Parts of Towns, Farms, Lands, and Tenements, called *Aghaburren* and *Cahirnogher*, *Banemore* and *Rathenane*, *Ballyvollaghan*, *Ballincurrig*, *Ballygracy*, Lands, *Ballynebowl* and *Ballycriſty*, *Ballybane*, *Bregoge*, *Canturk*, Lands, *Churchtown* Lands, *Caragkneleheſſerry*, *Coolmore*, *Curragh* and *Knocknecowla*, *Downdeady*, Part, *Downdeady* other Part, *Drumdown*, *Drumcarbud*, *Ballymac Cowe*, otherwiſe *Egmont*, *Garrenegivoge*, *Gortneſcreggy*, *Gortenard*, *Killberryhert*, Part, *Killberryhert* other Part, *Knockilbreedy* and *Ballynemuk*, *Killevarrig*, *Knocklonycurrypy*, *Melragh*, One Part, *Melragh* other Part, *Canturk-park*, otherwiſe *Drome*, *Ichlare*, and the *Millſtream* Acres, *Thomas Town*, and *Velvex Town*, therein to be or have been in the ſeveral Tenures of *Perceval Conron*, Eſquire, *John Freeman*, *William Turner*, *Daniel Swain*, *George Crofts*, Eſquire, *Henry Wrixon*, *Timothy*

Timothy Callaghan, Eſquire, *George Crofts*, Eſquire, and others, *John* Earl of *Egmont*, *Thomas Bowles*, Eſquire, Widow *Coakley*, *Matthew Hea*, *Richard Purſell*, the Repreſentatives of *Iſaac Watkins*, Eſquire, *William Taylor*, Eſquire, *William Freeman*, Eſquire, *John Purſell*, *John Freeman*, *William Freeman*, Eſquire, *Dominick White*, the Repreſentatives of *Richard Purſell*, *John Sweeney*, *John Purſell*, *Eleanor Crofts*, *Chriſtopher Crofts*, and others, and were held by the ſaid ſeveral Perſons, at the ſeveral yearly Rents mentioned in the Schedule thereunto annexed, amounting together, with the ſaid Chiefries or Quit-Rents, to Two thouſand Pounds Five Shillings and Five Pence Half-peny *per Annum*, with their and every of their Rights, Members, and Appurtenances, to the Uſe of the ſaid *James* Earl of *Salisbury*, *Lewis* Earl of *Rockingham*, *Francis Clerke*, and *Edward Le Grand*, their Executors, Adminiſtrators, and Aſſigns, for the Term of One thouſand Years, upon Truſt, amongſt other Things, for raiſing Portions and Maintenance for the younger Sons and Daughters of the ſaid *John* now Earl of *Egmont*, by the ſaid *Catherine Cecil*, afterwards Counteſs of *Egmont*, in ſuch manner as is therein after-mentioned; and as to the Premiſes compriſed in the ſaid Term of One thouſand Years, immediately after the Determination of the ſaid Term, and ſubject thereto, and as to all other the Towns, Meſſuages, Farms, Lands, Tenements, Hereditaments, and Premiſes, therein before mentioned and deſcribed, immediately after the Solemnization of the ſaid then intended Marriage, to the Uſe of the ſaid *John* late Earl of *Egmont*, for his Life; and, immediately after his Deceaſe, then, as to ſeveral Towns, Farms, Lands, Tenements, and Hereditaments, therein mentioned and deſcribed, and therein mentioned to be held by the ſeveral Perſons, at the ſeveral yearly Rents mentioned in the ſaid Schedule, amounting together to One thouſand Eight hundred and Fifty-two Pounds Five Shillings and Three Pence, with their and every of their Appurtenances, to the Uſe and Intent that the ſaid *Catherina* Counteſs of *Egmont*, his Wife, and her Aſſigns, ſhould and might have and take the yearly Rent of Eight hundred Pounds, during her Life, with Powers of Entry and Diſtreſs upon and Perception of the Rents and Profits of the ſame Premiſes, for the ſecuring and recovering the ſame; and as to the ſaid Towns, Lands, Hereditaments, and Premiſes, charged and chargeable with the ſaid yearly Rent, and ſubject thereto, to the Uſe of the ſaid *Edward Southwell* and Sir *Philip Parker Long*, their Executors, Adminiſtrators, and Aſſigns, for the Term of One hundred Years, to commence from the Death of the ſaid *John* late Earl of *Egmont*, upon Truſt, for the better and more effectual ſecuring and enforcing the Payment of the ſaid yearly Rent of Eight hundred Pounds, and all the Arrears thereof, by the Ways and Means therein mentioned; and as to all and every the Capitual Meſſuages, Towns, Meſſuages, Farms, Lands, Tenements, Hereditaments, and Premiſes, intended to be compriſed in the Fine and Common Recovery, therein before covenanted and agreed to be levied and ſuffered, and mentioned and intended to be thereby granted and releaſed, with their and every of their Rights, Members, and Appurtenances, immediately after the Determination of the ſeveral Uſes and Eſtates therein before limited and declared of and concerning the ſame reſpectively; and as the ſame Uſes

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and Eſtates ſhould reſpectively end and determine to the Uſe of the ſaid *John* then Viſcount *Perceval*, now Earl of *Egmont*, for his Life, without Impeachment of Waſte, Remainder to the ſaid *Marmaduke Coghill* and Sir *Marmaduke Wyvill* and their Heirs, during his Life, in Truſt, to preſerve the contingent Remainders; and, after his Death, then, as to the Premiſes thereby limited, in Uſe, to the ſaid *Edward Southwell* and Sir *Philip Parker Long*, for the ſaid Term of One hundred Years, with their and every of their Appurtenances, to the Uſe of the ſaid *James* Earl of *Salisbury*, *Lewis* Earl of *Rockingham*, Sir *Francis Clerke*, and *Edward Le Grand*, their Executors, Adminiſtrators, and Aſſigns, for the Term of Five hundred Years (which is ſince determined and become void); and as to the Premiſes compriſed in the ſaid Term of Five hundred Years, immediately after the End, Expiration, or other ſooner Determination, of the ſame Term, and as to all other the Premiſes therein before mentioned and deſcribed, immediately after the Death of the ſaid *John* now Earl of *Egmont*, to the Uſe of the Firſt and every Son of his Body, on the Body of the ſaid Lady *Catherine Cecil*, afterwards Counteſs of *Egmont*, begotten ſucceſſively, according to their Seniority, in Tail Male, with the Remainder or Reverſion, in Fee-ſimple, to the ſaid *John* late Earl of *Egmont* and his Heirs: In which ſaid Indenture of Seven Parts is contained a Power for the ſaid *John* now Earl of *Egmont*, after the Death of the ſaid late Earl his Father, to demiſe, leaſe, and grant, the ſaid Towns, Farms, Lands, Hereditaments, and Premiſes, therein before mentioned and deſcribed, unto any Perſon or Perſons, for One, Two, or Three Life or Lives, or for any Term or Number of Years, determinable on the Death of One, Two, or Three Perſon or Perſons, in ſuch Leaſes to be named, or for any Term or Number of Years abſolute, to take Effect in Poſſeſſion and not in Reverſion, ſo as there ſhould not be ſubſiſting upon any Part of the Premiſes, to be leaſed for Life or Lives, or for Years determinable on Deaths, by virtue of any Leaſe or Leaſes thereof, any greater Eſtate or Intereſt, at any one time, than what ſhould determine upon the Death of Three Perſons in being; and ſo as, upon all ſuch Leaſes, to be made by virtue and in purſuance of the ſaid Power, there ſhould be reſerved to continue payable, during the Terms and Intereſts by ſuch Leaſes to be granted, the beſt and moſt improved yearly Rent, that they reſpectively could get for the ſame, without taking any Fine, Premium, or Foregift; and ſo as the reſpective Leſſees ſhould execute Counterparts of all ſuch Leaſes; and ſo as in every ſuch Leaſe there ſhould be contained a Condition of Reentry for Non-payment of the Rent and Rents thereby reſpectively to be reſerved; and ſo as no Clauſe ſhould be contained in any of ſuch Leaſes, giving Power to any Leſſee to commit Waſte, or exempting him, her, or them, from Puniſhment for committing the ſame: And in which ſaid Indenture of Seven Parts is alſo contained a Power or Proviſo, in the Words or to the Effect following; that is to ſay, Provided always nevertheleſs, That it ſhall and may be lawful to and for the ſaid *John* Earl of *Egmont* and *John* Lord Viſcount *Percival*, during their joint Lives, and, after the Deceaſe of the ſaid *John* Earl of *Egmont*, to and for the ſaid *John* Lord Viſcount *Percival*, to make abſolute Sale or Sales (with the Conſent of the ſaid

James Earl of *Salisbury*, *Lewis* Earl of *Rockingham*, *Francis Clerke*, and *Edward Le Grand*, the Survivors or Survivor of them, and of the ſaid *Catherina* Counteſs of *Egmont*, if ſhe be living, where any Sale ſhall be made of Lands ſubject to her Jointure Rentcharge, teſtified by his, her, or their executing the reſpective Conveyances) of the whole Fee-ſimple and Inheritance of all or any Part or Parts of the Towns, Farms, Lands, Tenements, Hereditaments, and Premiſes, hereby ſettled, or intended or agreed ſo to be, which are not compriſed or intended to be compriſed in the ſaid Term of One thouſand Years, for the beſt Price or Prices that can be reaſonably had or gotten for the ſame, ſo as the Money to be raiſed by ſuch Sale or Sales of any of the Premiſes compriſed in the ſeveral Mortgages, made to the ſaid *George* Lord Biſhop of *Cloyne* and *Francis Anneſley*, be applied for or towards diſcharging the Principal Money ſecured thereby reſpectively; and that the Overplus thereof, and all other Money to be raiſed by ſuch Sale or Sales, ſhall be paid to the ſaid *James* Earl of *Salisbury*, *Lewis* Earl of *Rockingham*, *Francis Clerke*, and *Edward Le Grand*, or the Survivors or Survivor of them, to be by them or him, or the Executors or Adminiſtrators of the Survivor of them, laid out, with the Conſent of the ſaid *John* Earl of *Egmont* and *John* Lord Viſcount *Percival*, or the Survivor of them, in the Purchaſe of Lands, Tenements, and Hereditaments, of an Eſtate of Inheritance, in Fee-ſimple, in that Part of *Great Britain* called *England*, to be ſettled reſpectively to the ſame Uſes, upon the ſame Truſts, and under and ſubject to the ſame Powers (except the Power to ſell the ſame) as the Premiſes, by Sale whereof ſuch Money ſhall be raiſed, are hereby reſpectively ſettled, or intended or agreed to be ſettled.

And whereas by an Act of Parliament, made and paſſed in the Twenty-fourth Year of the Reign of his preſent Majeſty, intituled, *An Act for veſting divers Lands, Tenements, and Hereditaments, in the County of* Corke, *in the Kingdom of* Ireland, *compriſed in the Marriage-Settlement of* John *Earl of* Egmont, *in him and his Heirs, diſcharged of the Uſes of that Settlement; and for ſettling other Lands and Hereditaments in the ſaid County, of greater Value, in lieu thereof, to the ſame Uſes*; after reciting the ſaid Marriage-Settlement, to the Effect herein before ſet forth and recited, **It was Enacted**, That the ſeveral Farms and Lands called or known by the ſeveral Names or Denominations of *Ballywollaghan*, *Knocknegigby*, *Ardskeagh*, *Bregoge*, Part of *Dromdowny*, Part of *Downdeady*, other Part of *Downdeady*, *Velvextown*, *Drumdeer*, *Spittle*, and *Jordans Gardens*, therein mentioned, to be in the Tenure or Occupation of *William Turner*, *William Freeman*, *Belcher Pedder*, *Timothy Callaghan*, the Repreſentatives of *Iſaac Watkins*, Eſquire, *Matthew Hea*, *Richard Purſell*, *Chriſtopher Crofts*, *Chriſtopher Couron*, and *Chriſtopher Waggett*, their reſpective Aſſigns or Under-tenants, and all and every other the Farms, Lands, Tenements, and Hereditaments, and Parts and Shares of Farms, Lands, Tenements, and Hereditaments, in the ſaid Act particularly mentioned and deſcribed to be ſettled, limited, and aſſured, in and by the ſaid Marriage-Settlement, to the ſeveral Uſes, and for the ſeveral Purpoſes, therein before-mentioned, expreſſed, and declared, with their and every of their Appurtenances, and the Reverſion and Reverſions, Remainder

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and Remainders, Rents, Iſſues, and Profits, of all and ſingular the ſame Premiſes, ſhould, from and after the Firſt Day of *June*, One thouſand Seven hundred and Fifty-one, be ſettled upon and veſted in the ſaid *John* now Earl of *Egmont*, his Heirs and Aſſigns, freed and diſcharged, and abſolutely acquitted, exempted, and exonerated, of, from, and againſt all the Uſes, Truſts, Eſtates, Powers, Proviſoes, and Limitations, in and by the ſaid recited Settlement limited, created, provided, and declared, of and concerning the ſame: And it was thereby further Enacted, That all that and thoſe Farm and Lands called *Rath*, containing One hundred and Eighty-ſeven Acres, One Rood, and Thirty-five Perches, Statute Meaſure, or thereabouts, then in the Tenure of *Wills Crofts*, his Aſſigns or Under-tenants, and for which he paid the yearly Rent of Fifty Pounds Ten Shillings and Five Pence; and alſo all that and thoſe Farm and Lands called *Kilgrogan*, containing Two hundred and Twenty-two Acres and Seven Perches, or thereabouts, then in the Tenure of the ſaid *Wills Crofts*, his Under-tenants or Aſſigns, and for which he paid the yearly Rent of Seventy-one Pounds Five Shillings; and alſo all that and thoſe Farm and Lands called *Ballyvaheen*, containing One hundred and Forty-nine Acres Two Roods and Thirteen Perches, or thereabouts, then in the Tenure of *Archibald Owens* and the Executor of *George Waggett*, their reſpective Aſſigns or Under-tenants, at and under the yearly Rent of Thirty Pounds and Fifteen Shillings; and alſo all that and thoſe Farm and Lands called *Imogane*, containing Forty-five Acres Three Roods, and Fourteen Perches, or thereabouts, then in the Tenure of *Edward Glover*, his Aſſigns or Under-tenants, and for which he paid the yearly Rent of Eleven Pounds Fourteen Shillings and One Penny; and alſo all that and thoſe Farm and Lands called *Ballinegurrane*, containing Two hundred and Seventy-five Acres Three Roods and Thirteen Perches, or thereabouts, then in the Tenure of *Richard Walker* and *Belcher Pedder*, their reſpective Aſſigns or Under-tenants, at and under the ſeveral yearly Rents of Twenty-two Pounds Ten Shillings and Ten Pence, and Forty-three Pounds Fourteen Shillings; and alſo all that and thoſe Farm and Lands called *Killeenakallee*, containing One hundred and Forty-ſeven Acres One Rood and Thirty-ſeven Perches, or thereabouts, then in the Tenure of *Belcher Pedder*, his Aſſigns or Under-tenants, at and under the yearly Rent of Thirty-five Pounds Nine Shillings and Eleven Pence; and all that and thoſe Farm and Lands called *Ratrana*, containing Four hundred and Thirty-one Acres Two Roods and Twenty-ſix Perches, or thereabouts, then in the ſeveral Tenures of *John Barry*, *Anthony Mulſinoge*, *David Roche*, and *Derby Sullivan*, their reſpective Aſſigns or Under-tenants, at and under the ſeveral yearly Rents of Twenty-one Pounds Three Shillings and Six Pence, Sixteen Pounds Three Shillings and One Peny, Twelve Pounds One Shilling and Six Pence, and Sixteen Pounds Six Shillings and Ten Pence; and all thoſe Farm and Lands called *Coolclogh* and *Knockardrahan*, containing Eight hundred and Four Acres and Five Perches, or thereabouts, then in the Tenure of *Henry Wrixon*, his Aſſigns or Under-tenants, and for which he paid the yearly Rent of Eighty-eight Pounds Two Shillings and Six Pence; and alſo all that and thoſe Farm and Lands called *Kilgilcogh*,

gilcogh, containing Five hundred and Forty-nine Acres Three Roods and Thirty-ſix Perches, or thereabouts, then in the ſeveral Tenures of *Yelverton Fowkes* and *Joſeph Fowkes*, their reſpective Aſſigns or Under-tenants, at and under the ſeveral yearly Rents of Thirty-four Pounds Eleven Shillings and Five Pence, and Sixty-two Pounds Two Shillings and Seven Pence; and alſo all that and thoſe Farm and Lands called *Ballybrittig*, containing Three hundred and Ninety-three Acres Three Roods and Eleven Perches, or thereabouts, then in the Tenure of *William Cooley*, his Aſſigns or Under-tenants, and for which he paid the yearly Rent of Sixty-two Pounds Five Shillings and Eleven Pence; and alſo all that Farm called *Lohort Farm*, with all the Lands and Grounds thereto belonging (other than and except the Caſtle of *Lohort*, and the Demeſne thereof, and Services due thereto), and which ſaid Farm and Lands called *Lohort Farm*, contains Three hundred and Seventy Acres or thereabouts, and were then in the Tenure of *Robert Harris*, his Aſſigns or Under-tenants, and for which he paid the yearly Rent of Ninety-ſeven Pounds Eight Shillings and Five Pence; and alſo all that and thoſe Farm and Lands called *Cullyogh*, containing Three hundred and Forty-two Acres Three Roods and Four Perches, or thereabouts, then in the Tenure of *Richard Boles* and *Richard Nagle*, their Aſſigns or Under-tenants, at and under the ſeveral yearly Rents of Eighty-ſix Pounds Nine Shillings and Three Pence, and Thirteen Pounds Seventeen Shillings and Six Pence; and alſo all that and thoſe Farm and Lands called *Farrendine*, containing Forty-eight Acres One Rood and Six Perches, or thereabouts, then in the Tenure of *Wills Croſts*, his Aſſigns or Under-tenants, and for which he paid the yearly Rent of Nine Pounds Two Shillings and One Peny Halfpeny; and alſo all that and thoſe Farm and Lands called *Ballywiriſhine*, containing One hundred and Forty-ſeven Acres and Four Perches, or thereabouts, then in the Tenure of the Executors of *Edmund Glover*, their Aſſigns or Under-tenants, and for which they paid the yearly Rent of Thirty-nine Pounds Seventeen Shillings and Five Pence; all which ſaid laſt-mentioned Farms, Lands, Hereditaments, and Premiſes, are ſituate, lying, and being, in the ſaid County of *Corke* in the Kingdom of *Ireland*, and are therein mentioned to be veſted in the ſaid *John* now Earl of *Egmont*, in Fee-ſimple; and all Houſes, Outhouſes, Edifices, Buildings, Barns, Dove-houſes, Yards, Orchards, Gardens, Tofts, Curtilages, Commons, and Common of Paſture, Waſtes, Heaths, Furzes, Moors, Marſhes, void Grounds, Eaſements, Woods, Underwoods, Waters, Water-courſes, Fiſhings, Fiſhing-places, Turbary, Mines, Quarries, Liberties, Privileges, Profits, Commodities, and Appurtenances, whatſoever, to the ſaid laſt-mentioned Farms, Lands, Hereditaments, and Premiſes, or any Part thereof, belonging, or in anywiſe appertaining, or therewith uſed, occupied, or enjoyed, or accepted, reputed, deemed, taken, or known, as Part or Parcel thereof, or of any Part thereof, and the Reverſion and Reverſions, Remainder and Remainders, Rents, Iſſues, and Profits, of all and ſingular the ſame Premiſes, ſhould, from and after the ſaid Firſt Day of *June* One thouſand Seven hundred and Fifty-one, be veſted in the ſaid Sir *Marmaduke Wyvill*, his Heirs and Aſſigns, to, for, upon, and ſubject to, the ſeveral Uſes, Truſts, Eſtates, Powers,

Powers, Proviſoes, and Limitations therein after mentioned, expreſſed, and declared, of and concerning the ſame; that is to ſay, As to the ſaid ſeveral Towns, Farms, Lands, Tenements, and Hereditaments, called *Rath*, *Kilgrogan*, *Ballyvaheen*, *Imogane*, *Ballinegurrane*, *Killenakallee*, *Ratran*, *Coolclogh*, *Knockardrahan*, *Cullyogh*, *Farrendine*, and *Ballywiriſhine*, therein before mentioned to be in the ſeveral Tenures of *Wills Crofts*, *Archibald Owens*, the Executors of *George Wagget*, *Edward Glover*, *Richard Walker*, *Belcher Pedder*, *John Barry*, *Anthony Mulſinoge*, *David Roche*, *Derby Sullivan*, *Henry Wrixon*, *Richard Boles*, *Richard Nagle*, and the Executors of *Edmond Glover*, at and under the ſeveral yearly Rents therein before mentioned, amounting, in the whole, to the Sum of Five hundred and Sixty-nine Pounds Two Shillings and Eleven Pence Halfpeny *per Annum*, to the Uſe of the ſaid *James* Earl of *Salisbury*, Sir *Francis Clerke*, and *Edward Le Grand*, their Executors, Adminiſtrators, and Aſſigns, for the Term of One thouſand Years, without Impeachment of Waſte, upon ſuch and the ſame Truſts, and for ſuch and the ſame Purpoſes, as in and by the ſaid Indenture of Seven Parts are mentioned and declared of and concerning the ſaid Term of One thouſand Years thereby limited, or ſuch and ſo many of them as were then ſubſiſting undetermined, or capable of taking Effect; and as to the Premiſes compriſed in the ſaid Term of One thouſand Years limited by the ſaid Act, immediately after the Determination of the ſame Term; and as to the ſaid ſeveral Towns, Farms, Lands, Tenements, and Hereditaments, called *Kilgilcogh*, *Ballybrittig*, and *Lohort Farm*, (other than and except the Caſtle, Demeſnes, and Services, as aforeſaid), and which ſaid Towns, Farms, and Lands, called *Kilgilcogh*, *Ballybrittig*, and *Lohort Farm*, are therein mentioned to be in the ſeveral Tenures of *Yelverton Fowkes*, *Joſeph Fowkes*, *William Cooley*, and *Robert Harris*, at ſeveral yearly Rents, amounting to Two hundred and Fifty-ſix Pounds Eight Shillings and Four Pence *per Annum*, and all other the Premiſes therein before mentioned to be veſted in the ſaid Sir *Marmaduke Wyvill*, whereof no Uſe is therein before declared, with their and every of their Appurtenances, immediately after the paſſing the ſaid Act, to the Uſe of the ſaid *John* now Earl of *Egmont*, for his Life, without Impeachment of Waſte; Remainder to the ſaid Sir *Marmaduke Wyvill*, and his Heirs, during the Life of the ſaid Earl, in Truſt, to preſerve the contingent Remainders; and after the Death of the ſaid Earl, then, as to ſuch of the Premiſes thereby limited to him, for his Life, as aforeſaid, as are not compriſed in the ſaid Term of One thouſand Years, to the Uſe of the ſaid *James* Earl of *Salisbury*, Sir *Francis Clerke*, and *Edward Le Grand*, their Executors, Adminiſtrators, and Aſſigns, for the Term of Five hundred Years, to commence from the Death of the ſaid Earl, without Impeachment of Waſte, upon ſuch and the ſame Truſts, and to and for ſuch and the ſame Intents and Purpoſes, and ſubject to ſuch and the ſame Proviſoes, Declarations, and Agreements, as in and by the ſaid Indenture of Seven Parts are mentioned, provided, and declared, of and concerning the Term of Five hundred Years, thereby limited, as aforeſaid, or ſuch and ſo many of them as were then ſubſiſting, undetermined, or capable of taking Effect: And to the Intent the ſaid Term of Five hundred Years, limited by the ſaid Act, might come in Aid of ſuch Part of the Farms, Lands, Tenements, and Hereditaments, compriſed in the ſaid Term of Five hundred Years, limited by the ſaid Marriage-Settle-

ment, as were not, by the ſaid Act, veſted in the ſaid *John* now Earl of *Egmont*, in Fee-ſimple, and as to all and ſingular the Premiſes therein before limited to the ſaid Earl, for his Life, as aforeſaid, with their and every of their Appurtenances, immediately after the Determination of the ſeveral Uſes and Eſtates therein, before thereof reſpectively limited, to the Uſe of the Firſt and every other Son of the Body of the ſaid *John* now Earl of *Egmont*, on the Body of the ſaid *Catherine* late Counteſs of *Egmont*, his Wife, begotten ſucceſſively, and according to the Priority of their Birth, in Tail Male; Remainder to the ſaid *John* now Earl of *Egmont*, his Heirs and Aſſigns, for ever:

And whereas the ſaid *Catherine* Counteſs of *Egmont*, late Wife of the ſaid *John* now Earl of *Egmont*, died the Fifteenth Day of *Auguſt* One thouſand Seven hundred and Fifty-two, leaving Iſſue by him Three Sons; that is to ſay, the Right Honourable *John James Perceval*, Eſquire, commonly called Lord Viſcount *Perceval*, *Philip Tuſton Perceval*, and *Edward Percival*, who are all Infants; and alſo *Cecil Parker Percival*, ſince dead, an Infant:

And whereas the Power contained and inſerted in the ſaid Marriage-Settlement, and herein before ſet forth and recited, was calculated and intended to increaſe the real Eſtate and landed Property of the ſaid *John* Earl of *Egmont* in that Part of *Great Britain* called *England*, by impowering him to ſell and diſpoſe of his Lands and Eſtates in *Ireland*, and with the Money to ariſe by ſuch Sale or Diſpoſition to purchaſe Lands of Inheritance in *England*, to be ſettled to the Uſes and for the Purpoſes expreſſed in the ſaid Settlement:

And whereas the ſaid *John* Earl of *Egmont* hath, ſince the Execution of the ſaid Settlement, purchaſed divers Manors, Lands, Tenements, and Hereditaments, and hath contracted, or agreed to purchaſe, divers other Manors, Lands, Tenements, and Hereditaments, ſituate or being in the County of *Somerſet* in *England*, (where his chief Manſion-houſe, which he hath himſelf lately erected, with a View of making it the Seat of his Family, is alſo ſituate); and it is apprehended to be convenient and proper, both for the ſaid Earl and for his Iſſue, that the ſaid Manors, Lands, Tenements, and Hereditaments, in the ſaid County of *Somerſet*, which the ſaid Earl hath ſo purchaſed, and contracted or agreed for, or ſuch Part thereof as the ſaid Earl ſhall approve of and direct, and ſuch other Manors, Lands, Tenements, or Hereditaments, in the ſaid County of *Somerſet*, or elſewhere, in *Great Britain*, as the ſaid Earl ſhall think fit to contract for or purchaſe, ſhould be purchaſed, for the Purpoſes of, and according to the Intention of the Power contained in, the before-mentioned Settlement: But as the Money requiſite for ſuch Purchaſes cannot, by the ſtrict Terms of the ſaid Power be raiſed otherwiſe than by an abſolute Sale, and total Alienation of the Premiſes in *Ireland*, or ſome Part thereof; and foraſmuch as the ſaid Earl of *Egmont* cannot, without farther Inquiry and Information, and at this Diſtance from *Ireland*, judge and determine what Part of the ſaid Premiſes in *Ireland* may be moſt proper to be ſold and diſpoſed of, and what Part thereof may be moſt proper to be kept and preſerved in the Family; and as there is not at preſent a convenient Opportunity of ſelling any Part of the ſame Premiſes in *Ireland* to Advantage, the ſaid *John* Earl of *Egmont* doth therefore propoſe and deſire that the Money which may

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be requiſite to pay for the Purchaſe of ſuch Lands and Hereditaments as may be thought fit to be purchaſed as aforeſaid, may be raiſed by Mortgage of ſome Part of the ſettled Eſtate in the Kingdom of *Ireland* which he is impowered to ſell, for that Purpoſe; and is willing and deſirous that an effectual Proviſion may be made for the due Payment of the Intereſt of the Money to be borrowed, and taken up on Mortgage, during his Life, ſo as to obviate and prevent any Prejudice or Damage which may enſue to his Iſſue claiming under his Marriage-Settlement: But as the ſaid Propoſal and Deſire of the ſaid *John* Earl of *Egmont* cannot, by reaſon of the Infancy of his ſaid eldeſt Son *John Perceval*, commonly called Lord Viſcount *Percival*, take Effect, and be carried into Execution, without the Aid and Authority of an Act of Parliament:

And whereas the ſaid *Lewis* Earl of *Rockingham* is dead; and the ſaid *James* Earl of *Salisbury* and Sir *Francis Clerke* are willing and deſirous to be diveſted of, and releaſed and diſcharged from, the ſaid Truſt, Power, and Authority, committed to, and veſted and repoſed in them, in and by force and virtue of the ſaid Clauſe or Proviſo contained in the ſaid Indenture of Seven Parts, or Marriage-Settlement, for conſenting to any Sale or Sales to be made by the ſaid *John* Earl of *Egmont*, of any Towns, Farms, Lands, Tenements, or Hereditaments, in *Ireland*, in purſuance of, and by virtue of the ſaid Clauſe or Proviſo; and alſo of and from the Truſt, Power, and Authority, thereby veſted and repoſed, or intended to be veſted and repoſed, in them the ſaid *James* Earl of *Salisbury* and Sir *Francis Clerke*, or either of them, for receiving any Sum or Sums of Money ariſing by ſuch Sale or Sales, and for laying out, applying, and diſpoſing of the ſame, reſpectively, purſuant to and according to the Tenor and Purport of the ſaid Clauſe or Proviſo, and of and from all other the Truſts, Powers, and Authorities, veſted in and incumbent upon them by force and virtue thereof: And, that a Proviſion may be made by this Act for placing, veſting, and transferring, the ſaid Truſt, Power, and Authority, ſo veſted in the ſaid *James* Earl of *Salisbury* and Sir *Francis Clerke*, as aforeſaid, in and unto the ſaid *Edward Le Grand*, and ſuch other Perſon or Perſons as ſhall be thought proper in that Behalf, and have ſignified and declared ſuch their Deſire by Writing, under their Hands and Seals, dated the Thirtieth Day of *January* One thouſand Seven hundred and Fifty-eight;

May it therefore pleaſe Your MAJESTY,

At the humble Petition and Requeſt of your moſt Dutiful and Loyal Subject the ſaid *John* Earl of *Egmont*, That it may be **Enacted**; **And be it Enacted**, by the KING's Moſt Excellent MAJESTY, by and with the Advice and Conſent of the Lords Spiritual and Temporal, and Commons, in this preſent Parliament aſſembled, and by the Authority of the ſame, That all that the ſaid Capital Meſſuage, ſituate and being in *Burton*, in the County of *Corke*, with the Demeſne Lands, and other Lands thereunto belonging, and the ſaid Park called *Burton Park*, and which ſaid Capital Meſſuage, Lands, and Park, are herein before-mentioned to have been in the Poſſeſſion of ſeveral Tenants, at ſeveral yearly Rents, amounting to Two hundred and Thirty-nine Pounds Eighteen Shillings and

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Seven Pence; and all that the ſaid Farm and Lands called *Beallaballah*, heretofore rented by *Oliver Williams*, at One hundred and Forty-four Pounds Seven Shillings and Seven Pence Halfpeny *per Annum*; and alſo all that remaining Part of the ſaid Farm and Lands called *Annogh*, rented by ſeveral Tenants, at Three hundred and Thirty-one Pounds Sixteen Shillings and Five Pence Halfpeny *per Annum*; and the ſaid Farm and Lands called *Ballinguile*, herein before-mentioned to be rented by *John Freeman*, at Three hundred and Three Pounds Eight Shillings and Eight Pence *per Annum*; and the ſaid Farm and Lands, being Part of *Roſſline* aforeſaid, herein before-mentioned to be rented by *Richard Purſell*, at One hundred and One Pounds *per Annum*; and the ſaid Farm and Lands called *Knockloghert*, herein before-mentioned to be rented by *Francis Gore*, Clerk, at Sixty-three Pounds Two Shillings and Eight Pence *per Annum*; and the ſaid Farm and Lands called *Tucker's Town*, rented by *Denis Dawley*, at Thirty-eight Pounds Eighteen Shillings and One Peny *per Annum*; and the ſaid Farm and Lands called *Gorthofinny*, rented by *Robert Gwyn*, at Sixty-ſix Pounds *per Annum*; and the ſaid Farm and Lands called *Templemurry*, rented by *Benjamin Baſtable*, at One hundred and Forty-eight Pounds Three Shillings *per Annum*; and the ſaid Farm and Lands called *Claſganiffe*, herein before-mentioned to be rented by *Chriſtopher Conron*, Eſquire, at Sixty-four Pounds Eighteen Shillings and Five Pence *per Annum*; and all that and thoſe Farm and Lands called *Cluonrobin*, alias *Clonrobin*, herein before-mentioned to be rented by *George Chapman*, at the yearly Rent of Ninety ſeven Pounds Twelve Shillings; and the ſaid Farm and Lands called *Coolnemagh*, rented by *Robert Wrixon*, at Fifty-five Pounds Fifteen Shillings and Eight Pence *per Annum*; and the ſaid Farm and Lands called *Jordan's Town* and *Liſkilly*, herein before-mentioned to be rented by *William Dampier*, at Forty-ſix Pounds *per Annum*; and the ſaid Farm and Lands called *Creganacourty* and *Gortenroe*, herein before-mentioned to be rented by *John Freeman*, at Sixty-one Pounds *per Annum*; and the ſaid Farm and Lands called *Gortfinleary*, herein before-mentioned to be rented by *Robert Wrixon*, at Nine Pounds *per Annum*; and the ſaid Farm and Lands called *Killinleagh*, herein before-mentioned to be rented by *Roger Callaghan*, at Thirty-two Pounds and Ten Shillings *per Annum*; and the ſaid Farm and Lands called *Shaneloghert*, herein before-mentioned to be let to *John Wrixon*, at Thirty-five Pounds and Five Shillings *per Annum*; and the ſaid Farm and Lands called *Stradeen*, herein before-mentioned to be rented by *Richard Purſell*, at Eighteen Pounds *per Annum*; and the ſaid Farm and Lands called *Welſhe's Town* and *Ballinegallaing*, herein before-mentioned to be rented by *Chriſtopher Conron*, at One hundred and Twenty-four Pounds One Shilling and Ten Pence *per Annum*; and the ſaid Farm and Lands called *Ballinliny* and *Ballinrahy*, herein before-mentioned to be rented by *Thomas Harris*, at One hundred and Thirty-nine Pounds and Three Shillings *per Annum*; and the ſaid Farm and Lands called *Ballinegrah* and *Dromon*, herein before-mentioned to be rented by *Richard Hunt* at One hundred and Forty-ſix Pounds Seven Shillings and Five Pence *per Annum*; and the ſaid Farm and Lands called *Balliroe* and *Moneleen*, herein before-mentioned to be rented by *William Taylor*, at One hundred and Ten Pounds *per Annum*; and the ſaid Farm and Lands called

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Ballygiblin, herein before-mentioned to be rented by *Nicholas Wrixon*, at Sixty-ſix Pounds *per Annum*; and the ſaid Farm and Lands called *Boannah Tullogh* and *Dunbarry*, herein before-mentioned to be rented by *Carlton Conron*, at One hundred and Thirteen Pounds Nineteen Shillings and Four Pence *per Annum*; and the ſaid Farm and Lands called *Carrigeen Lackeen* and *Garrinard*, herein before-mentioned to be rented by *George Crofts*, at Sixty-one Pounds *per Annum*; and the ſaid Farm and Lands called *Coolraum*, herein before-mentioned to be rented by the Repreſentatives of *George Conron*, deceaſed, at the Rent of One hundred and Thirty-ſix Pounds Seven Shillings and Ten Pence *per Annum*; and the ſaid Farm and Lands called *Kilpatrick*, herein before-mentioned to be rented by *Robert Wrixon*, at the Rent of Eighteen Pounds *per Annum*; and which ſaid Capital Meſſuage, and Demeſne Lands, and Park, called *Burton Park*, and other the Farms, Lands, and Tenements, herein laſt-mentioned and deſcribed, are Part of the Premiſes compriſed in the ſaid recited Marriage-Settlement, but are not thereby limited for the ſaid Term of One thouſand Years; and alſo the ſaid ſeveral Towns, Farms, and Lands, called *Kilgilcogh*, *Ballybrittig*, and *Lohort Farm*; other than and except the Caſtle, Demeſnes, and Services afore-mentioned; and which ſaid Towns, Farms, and Lands, called *Kilgilcogh*, *Ballybrittig*, and *Lohort Farm*, are herein before-mentioned to be in the ſeveral Tenures or Occupations of *Yelverton Fowkes*, *William Cooley*, and *Robert Harris*, at ſeveral yearly Rents amounting to the yearly Sum of Two hundred and Fifty-ſix Pounds Eight Shillings and Four Pence, and are Part of the Premiſes which in and by the ſaid recited Act of Parliament are limited to the ſaid *John* Earl of *Egmont*, for his Life, with their and every of their Rights, Members, and Appurtenances, and the Reverſion and Reverſions, Remainder and Remainders, of the ſame Premiſes ſhall, from and after the Firſt Day of *May* One thouſand Seven hundred and Fifty-eight, be ſettled upon and veſted in the ſaid *Edward Le Grand*, Sir *John Cuſt*, of *Grantham*, in the County of *Lincoln*, Baronet, and in Sir *Edmund Thomas*, of *Wenvoe-Caſtle*, in the County of *Glamorgan*, Baronet, their Executors, Adminiſtrators, and Aſſigns, for and during the Term of Two thouſand Years, to commence and be computed from the ſaid Firſt Day of *May* One thouſand Seven hundred and Fifty-eight, and fully to be complete and ended, upon the Truſts, and to and for the Ends, Intents, and Purpoſes, herein after-mentioned, expreſſed, and declared, of and concerning the ſame: And immediately from and after the End, Expiration, or other ſooner Determination of the ſaid Term of Two thouſand Years, and ſubject thereto, to, for, upon, and ſubject to ſuch and ſo many of the Uſes, Eſtates, Powers, Proviſoes, and Limitations, limited, created, and declared, of and concerning the ſame Premiſes in and by the ſaid recited Marriage-Settlement and former Act of Parliament reſpectively, as ſhall be then exiſting, undetermined, or capable of taking Effect.

And it is hereby further Enacted and Declared, That the ſaid Truſt, Power, and Authority, ſo now devolved upon and veſted in the ſaid *James* Earl of *Salisbury*, Sir *Francis Clerke*, and *Edward Le Grand*, by force and virtue of the ſaid Clauſe or Proviſo contained in the ſaid Marriage-Settlement, and herein before ſet forth and recited, for the Purpoſes therein mentioned and expreſſed, ſhall immediately after the paſſing this

Act ceaſe and determine, and the ſame is hereby revoked, and declared to be diſcharged and become void; and that the ſame Truſt, Power, and Authority, ſhall and the ſame is hereby from thenceforth transferred to and placed and veſted in the ſaid *Edward Le Grand*, Sir *John Cuſt*, and Sir *Edmund Thomas*, and the Survivors and Survivor of them, and the Executors or Adminiſtrators of ſuch Survivor, as fully and effectually to all Intents and Purpoſes as if they the ſaid *Edward Le Grand*, Sir *John Cuſt*, and Sir *Edmund Thomas*, had originally and ſolely been nominated and appointed Truſtees for that Purpoſe in and by the ſaid recited Marriage-Settlement; and the ſaid *James* Earl of *Salisbury* and Sir *Francis Clerke*, their reſpective Heirs, Executors, and Adminiſtrators, ſhall be and they are hereby diſcharged of and from the ſaid Truſt, Power, and Authority, and all Accounts, Claims, and Demands, in reſpect thereof or on account of the ſame.

Provided always, and it is hereby Enacted and Declared, That nothing herein contained ſhall be deemed, conſtrued, or taken, to vary, prejudice, or affect, the Truſts declared of the ſaid Term of One thouſand Years, limited by the ſaid Marriage-Settlement for raiſing Portions and Maintenance for the Daughters and younger Sons of the ſaid *John* now Earl of *Egmont* by the ſaid *Catherine* Counteſs of *Egmont* his late Wife, deceaſed.

And it is hereby alſo Enacted and Declared, That the ſaid Term of Two thouſand Years herein before limited to them the ſaid *Edward Le Grand*, Sir *John Cuſt*, and Sir *Edmund Thomas*, is ſo limited to them, upon the Truſts, and to and for the Ends, Intents, and Purpoſes, and ſubject to the Proviſoes and Declarations herein after-mentioned, expreſſed, and declared; that is to ſay, That in caſe at any Time or Times after the paſſing this Act the ſaid *John* Earl of *Egmont* ſhall in his Diſcretion think it requiſite and expedient to raiſe any Sum or Sums of Money, which may be neceſſary and wanted to pay for the Purchaſe of any of the Manors, Lands, Tenements, or Hereditaments, in the ſaid County of *Somerſet*, which have been heretofore purchaſed by him, with his own Money, or to pay the Purchaſe or Conſideration Money already contracted or agreed to be paid by him, or hereafter to be contracted or agreed, with his Conſent, to be paid by the ſaid *Edward Le Grand*, Sir *John Cuſt*, and Sir *Edmund Thomas*, or the Survivor of them, or the Executors or Adminiſtrators of ſuch Survivor, for the Purchaſe of any other Manors, Lands, Tenements, or Hereditaments, in the ſaid County of *Somerſet*, or elſewhere, in *Great Britain*, in purſuance of the ſaid Power or Proviſo contained in the ſaid recited Marriage-Settlement, then and in ſuch Caſe the ſaid *Edward Le Grand*, Sir *John Cuſt*, and Sir *Edmund Thomas*, and the Survivor of them, or the Executors or Adminiſtrators of ſuch Survivor, do and ſhall by Mortgage, Leaſe, or Demiſe, of the Premiſes compriſed in the ſaid Term of Two thouſand Years, or of a competent Part thereof, for all or any Part of the ſaid Term, raiſe and levy ſuch Sum and Sums of Money as by the ſaid *John* Earl of *Egmont* ſhall from time to time be ſo thought requiſite and expedient, and be by him directed to be raiſed, for the Payment of ſuch Purchaſe or Conſideration Money, and alſo of the Charges and Expences attending the inſpecting the Title and preparing, executing, and obtaining, proper Conveyances and Aſſurances of the ſaid Manors, Lands,

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Tenements, and Hereditaments, for the Purpoſe aforeſaid; and do and ſhall, by and with the Conſent and Direction of the ſaid *John* Earl of *Egmont*, to be ſignified in Writing under his Hand, apply and diſpoſe of the ſaid Sum and Sums of Money herein before appointed to be raiſed, as aforeſaid, in Payment of ſuch Purchaſe and Conſideration Money, and ſuch Charges and Expences as aforeſaid.

Provided always, and it is hereby Enacted and Declared, That in caſe, after the making of any ſuch Mortgage or Mortgages as aforeſaid, the compleating of any ſuch Purchaſe or Purchaſes ſhall by any unforeſeen Accident be fruſtrated, hindered, or delayed, then and in ſuch Caſe it ſhall and may be lawful to and for the ſaid *Edward Le Grand*, Sir *John Cuſt*, and Sir *Edmund Thomas*, or the Survivors or Survivor of them, or the Executors or Adminiſtrators of ſuch Survivor, by and with the Conſent and Approbation of the ſaid *John* Earl of *Egmont*, ſignified by Writing under his Hand, to place out the Money to be raiſed and paid to them, in purſuance and for the Purpoſes of this Act, or any Part thereof, in the mean time, and until a proper Opportunity ſhall offer of applying the ſame in and for ſuch Purchaſe or Purchaſes, purſuant to this Act, upon the publick Funds, or Government or real Securities, at Intereſt; and alſo from time to time, by and with ſuch Conſent and Approbation as aforeſaid, to call in the Principal Money ſo to be placed out, and place the ſame out again on new or other Funds or Securities, of the like Nature, at Intereſt; and that the Principal Money ſo to be placed out, ſhall be and remain ſubject to ſuch and the ſame Truſts, Applications, Intents, and Purpoſes, as are herein before directed and declared, of and concerning the Money to be raiſed by way of Mortgage in purſuance of this Act, and the Intereſt, Dividends, and yearly Proceed, to ariſe and to be produced from ſuch Funds or Securities ſhall belong and be paid to the Perſon or Perſons who would for the Time being be intitled to the Rents and Profits of the Manors, Lands, Tenements, and Hereditaments to be purchaſed with the ſaid Principal Money, in caſe the ſame Manors, Lands, Tenements, and Hereditaments, were actually purchaſed and ſettled purſuant to the Tenor and Directions of this Act.

Provided alſo, That in caſe at the Time of the Death of the ſaid *John* now Earl of *Egmont*, any Sum or Sums of Money to be raiſed by way of Mortgage, purſuant to and for the Purpoſes of this Act, ſhall remain in the Hands, or be placed out upon ſuch Funds or Securities as aforeſaid, in the Name or Names of the Truſtee or Truſtees of the ſaid Term of Two thouſand Years for the Time being, it ſhall and may be lawful to and for the ſaid Truſtee or Truſtees, for the Time being, reſpectively notwithſtanding, or at any Time or Times after the Death of the ſaid Earl of *Egmont*, to lay out, apply, and diſpoſe of, all ſuch Sum and Sums of Money, in ſuch Purchaſe or Purchaſes as are hereby directed and appointed to be made with the ſame, or to apply the ſame, or any Part thereof, in or towards the Diſcharge of any Mortgage or Mortgages which ſhall have been made in purſuance of this Act, any-thing herein contained to the contrary notwithſtanding.

And it is hereby Enacted and Declared, That all the Manors, Meſſuages, Farms, Lands, Tenements, and Hereditaments, ſo to be purchaſed

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in purſuance of this Act, with the Money to be raiſed by and under the Truſts of the ſaid Term of Two thouſand Years, ſhall, upon Payment of the Purchaſe or Conſideration-money for the ſame reſpectively, be ſettled, conveyed, and aſſured, to the Uſe of the ſaid *Edward Le Grand*, Sir *John Cuſt*, and Sir *Edmund Thomas*, their Executors, Adminiſtrators, and Aſſigns, for the Term of Ninety-nine Years, if he the ſaid *John* Earl of *Egmont* ſhall ſo long live, upon the Truſts, and to and for the Ends, Intents, and Purpoſes, herein after-mentioned, expreſſed, and declared; and immediately after the End and Expiration or other Determination of the ſaid Term of Ninety-nine Years, to, for, upon, and ſubject to, ſuch and ſo many of the Uſes, Eſtates, Truſts, and Limitations, in and by the ſaid recited Marriage-Settlement limited, created, and declared, of and concerning the ſaid Capital Meſſuage of *Burton*, in the County of *Corke*, and the ſaid Park called *Burton Park*, other than the Power to make abſolute Sale thereof, as ſhall be then exiſting, undetermined, or capable of taking Effect, and with ſuch Power for the ſaid *John* Earl of *Egmont* to make Leaſes thereof, as is herein-after directed and provided.

And it is hereby further Enacted and Declared, That the ſeveral Terms of Ninety-nine Years herein before directed to be limited, of the Premiſes in the County of *Somerſet*, ſo contracted and agreed to be purchaſed, and of the ſeveral other Manors, Meſſuages, Lands, Tenements, and Hereditaments, to be contracted for by the ſaid *John* Earl of *Egmont*, with ſuch Conſent and for ſuch Purpoſes as afore-mentioned, ſhall, in and by the Settlement and Settlements hereby directed and appointed to be made thereof reſpectively as aforeſaid, be declared to be upon Truſt, and to the Intent that the Truſtees of the ſaid Terms, for the Time being, do and ſhall, from time to time, permit and ſuffer the ſaid *John* Earl of *Egmont*, and his Aſſigns, to hold and enjoy the Manors, Lands, Tenements, and Hereditaments, in the ſaid Terms reſpectively to be compriſed, and the Rents and Profits thereof, to take and receive to his and their own Uſe, ſo long as the Intereſt of ſuch Sum and Sums of Money as ſhall be borrowed and taken up by way of Mortgage, by virtue and in purſuance, and for the Purpoſes of this Act, ſhall be duly paid at the Times limited and appointed for Payment thereof; and in caſe the ſaid Intereſt, or any Part thereof, ſhall, at any time during his Life, be in Arrear and unpaid, then the ſaid Truſtees do and ſhall enter into and upon the ſaid Manors, Lands, Tenements, and Hereditaments, to be compriſed in the Terms reſpectively, and by and out of the Rents and Profits thereof pay, or cauſe to be paid, all ſuch Arrears of the ſaid Intereſt as ſhall, from time to time, during his Life, incur and remain unpaid and unſatisfied, ſo far as the Rents and Profits of the ſaid Manors, Lands, Tenements, and Hereditaments, ſhall extend, or be ſufficient for that Purpoſe.

And it is hereby Enacted and Declared, That the ſaid Term of Two thouſand Years was and is hereby limited to the ſaid *Edward Le Grand*, Sir *John Cuſt*, and Sir *Edmund Thomas*, their Executors, Adminiſtrators, and Aſſigns, upon this further Truſt, that they the ſaid *Edward Le Grand*, Sir *John Cuſt*, and Sir *Edmund Thomas*, or the Survivors or Survivor of them, or the Executors or Adminiſtrators of ſuch Survivor, do and ſhall, in the mean time, and until ſuch Mortgage or Mortgages ſhall be made of the Premiſes

miſes compriſed in the ſaid Term, or ſome Part thereof, purſuant to and for the Purpoſes of this Act as aforeſaid, permit and ſuffer the ſame Premiſes to be held and enjoyed, and the Rents, Iſſues, and Profits thereof, to be had, received, and taken, by the Perſon or Perſons to whom the Reverſion or Remainder of the Premiſes, expectant on the Determination of the ſaid Term, ſhall, by virtue of this Act, belong or appertain; and after any ſuch Mortgage or Mortgages ſhall be made, then do and ſhall, by and out of the Rents and Profits of the ſame Premiſes, pay or cauſe to be paid all ſuch Arrears of the Intereſt of the ſeveral principal Sums due and ſecured upon ſuch Mortgage or Mortgages, as ſhall, from time to time, incur in the Life-time of the ſaid *John* Earl of *Egmont*; and, after Payment thereof, do and ſhall permit and ſuffer the Reſidue and Surplus of the Rents and Profits of the Premiſes, compriſed in the ſaid Term of Two thouſand Years, which ſhall remain after paying and keeping down ſuch Intereſt, and all Arrears thereof as aforeſaid, to be had, received, and taken, by the Perſon or Perſons who ſhall be ſo intitled to the Reverſion or Remainder of the Premiſes as aforeſaid.

Provided always, and it is hereby Enacted and Declared, That when and as all the Truſts herein declared, of and concerning the ſaid Term of Two thouſand Years, ſhall be fully executed and performed, or ſhall, by becoming unneceſſary, or by any other Means, be diſcharged, then and from thenceforth the ſame Term, or ſo much thereof as ſhall not be diſpoſed of for the Purpoſes aforeſaid, ſhall ceaſe and determine, and be abſolutely void.

Provided alſo, That nothing herein contained ſhall defeat, prejudice, or impeach, the ſaid Power and Authority, in and by the ſaid recited Settlement given and reſerved to, and now veſted in and devolved upon, him the ſaid *John* Earl of *Egmont*, for ſelling and diſpoſing of the Fee-ſimple and Inheritance of any of the Farms, Lands, Tenements, and Hereditaments, herein before limited to the ſaid *Edward Le Grand*, Sir *John Cuſt*, and Sir *Edmund Thomas*, for the ſaid Term of Two thouſand Years, or any Part thereof; but that he the ſaid *John* Earl of *Egmont* ſhall and may, and he is hereby authorized and impowered, to ſell and diſpoſe of the Fee-ſimple and Inheritance of all or any of the ſaid Farms, Lands, Tenements, Hereditamnets, and Premiſes, or any Part or Parts thereof, with the Conſent of the ſaid *Edward Le Grand*, Sir *John Cuſt*, and Sir *Edmund Thomas*, or the Survivors or Survivor of them, or the Executors or Adminiſtrators of ſuch Survivor, firſt had and obtained for that Purpoſe, ſo as the Money to ariſe and be produced by ſuch Sale or Sales be paid, applied, and diſpoſed of, in the Firſt place, for or towards the paying and diſcharging all the Principal Money and Intereſt which ſhall be then due and owing upon, or by virtue of, any Mortgage or Mortgages charged upon or affecting the Premiſes ſo to be ſold reſpectively, or any Mortgage or Mortgages to be made of the ſame Premiſes reſpectively, by virtue and in purſuance of this Act, and afterwards for ſuch Purpoſes, and in ſuch Manner, as in and by the ſaid Settlement is, in that Behalf, mentioned, directed, appointed, and provided; any-thing in the ſaid recited Act of Parliament, or this preſent Act contained, to the contrary notwithſtanding.

And whereas ſome Part of the Premiſes in the County of *Somerſet*, ſo purchaſed, and other of the Manors, Lands, Tenements, and Heredita-

ments, contracted or agreed for, or to be contracted or agreed for, or intended to be purchaſed by the ſaid *John* Earl of *Egmont*, may have been accuſtomably let out or leaſed to ſundry Perſons, for Lives or Years determinable on Deaths, at and under certain low conventionary Rents, and upon granting, renewing, and filling up of the Leaſes thereof, ſuitable Fines or Conſiderations may be uſually paid or payable to the Grantors of ſuch Leaſes; which Fines or Conſiderations may be the chief Income and Revenue of the Landlords or Owners for the Time being of the ſaid Premiſes; and it may happen to be for the Benefit and Advantage of the Landlord that the ſaid Courſe and Method of Leaſing ſhould be purſued and maintained; **It is therefore hereby further Enacted and Declared**, by the Authority aforeſaid, That in the Settlement and Settlements ſo to be made of the Manors, Lands, Tenements, and Hereditaments, ſo purchaſed and to be purchaſed, in purſuance and for the Purpoſes of this Act, there ſhall be contained a Power to enable the ſaid *John* Earl of *Egmont*, at any time or times, by Indenture or Indentures under his Hand and Seal, to demiſe, leaſe, or grant, ſo much and ſuch Part or Parts of the ſaid Manors, Lands, Tenements, and Hereditaments, ſo to be purchaſed, as ſhall have been uſually leaſed for Life or Lives, or for Years determinable on Deaths, unto any Perſon or Perſons, for One, Two, or Three Life or Lives, or for any Term or Number of Years determinable on the Death or Deaths of One, Two, or Three, Perſon or Perſons, in ſuch reſpective Leaſes to be named, either in Poſſeſſion, Reverſion, or by way of future Intereſt, ſo as in every ſuch Leaſe ſo to be made for One, Two, or Three, Life or Lives, or for Years determinable on the Dropping of Lives, as aforeſaid, there be reſerved, and made payable, during the Continuance of ſuch Leaſe and Leaſes, the antient or accuſtomed yearly Rent or Rents, Heriots, Duties, and Services, or as great Rent or Rents, Service or Services, as were reſerved at the laſt letting or ſetting thereof, or greater; and ſo as there be not, upon any Part or Parcel of the ſame Manors, Lands, Tenements, and Hereditaments, ſo to be leaſed, any greater Eſtate or Intereſt ſubſiſting, at any one Time, than for Three Lives in being, or for any Term or Number of Years determinable on the Dropping of the Life or Lives of One, Two, or Three, Perſons in being; and ſo as no Clauſe be contained in any ſuch Leaſe or Leaſes, giving Power to any Leſſee to commit Waſte; and ſo as in every ſuch Leaſe there be contained a Condition of Entry, for Nonpayment of the Rent and Duties thereby reſpectively to be reſerved, and ſuch other Covenants as are uſual; and ſo as the Leſſees execute Counterparts of their reſpective Leaſes; and alſo to demiſe, leaſe, and grant, all or any Part or Parcel of the Manors, Lands, Tenements, and Hereditaments ſo to be purchaſed unto any Perſon or Perſons, for any Term or Number of Years not exceeding Twenty-one Years, to take Effect in Poſſeſſion, and not in Reverſion; and ſo as upon every ſuch Leaſe or Demiſe, laſt-mentioned, there be reſerved, and made payable, during the Continuance thereof, the beſt and moſt improved yearly Rent and Rents that can then be reaſonably had and obtained for the ſame, without taking any Fine, Premium, orForegift, for the making or granting ſuch laſt-mentioned Leaſe or Leaſes; and ſo as in each and every ſuch Leaſe and Leaſes ſo to be made, in purſuance of ſuch Power or Powers, there be contained a Condition of Re-entry, in caſe the

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Rent or Rents, thereupon to be reſerved, be behind and unpaid, for the Space of Twenty-one Days; and ſo as no Clauſe be contained, in any of the ſaid Leaſes, giving Power to any Leſſee to commit Waſte, or exempting him, her, or them, from Puniſhment for committing the ſame; and ſo as the reſpective Leſſees execute Counterparts of all ſuch Leaſes.

And it is hereby further Enacted and Declared, That the Receipt and Receipts of the ſaid *Edward Le Grand*, Sir *John Caſt*, and Sir *Edmund Thomas*, or the Survivors or Survivor of them, or the Executors or Adminiſtrators of ſuch Survivor, under their or his Hands or Hand reſpectively, ſhall, from time to time, be an effectual Diſcharge to the Mortgagee and Mortgagees of the Premiſes compriſed in the ſaid Term of Two thouſand Years, or any Part thereof, reſpectively, for ſo much of the ſaid Mortgage Money as in ſuch Receipt or Receipts ſhall be acknowleged, and expreſſed to be received; and after ſuch Receipt or Receipts, ſuch Mortgagee and Morgagees ſhall be, and he, ſhe, and they, reſpectively, is and are hereby abſolutely acquitted and diſcharged of and from the ſame; and they, or any of them, reſpectively, after ſuch Receipt or Receipts, ſhall not be anſwerable or accountable for any Loſs, Miſapplication, or Non-application, of the ſaid Mortgage Money, or any Part thereof.

And it is hereby further Enacted and Declared, That the ſaid *Edward Le Grand*, Sir *John Caſt*, and Sir *Edmund Thomas*, ſhall not, nor ſhall either of them, or the Executors or Adminiſtrators of either of them, be anſwerable or accountable for any Money to be received by virtue of or under the Truſts hereby in them repoſed, any otherwiſe than each Perſon, for ſuch Sum and Sums of Money as he ſhall reſpectively actually receive; and that no one of them ſhall be anſwerable or accountable for the Acts, Receipts, Neglects, or Defaults, of the other of them: And alſo that they the ſaid Truſtees, their reſpective Executors and Adminiſtrators, ſhall and may, by and out of the Rents and Profits of the Premiſes hereby veſted in them, as aforeſaid, retain to and reimburſe themſelves reſpectively all Coſts, Charges, Damages, and Expences, that they reſpectively ſhall or may ſuſtain or be put unto in and about the Execution of the Truſts hereby in them repoſed.

Saving always to the KING's moſt Excellent MAJESTY, his Heirs and Succeſſors, and to all and every other Perſon and Perſons, Bodies Politick and Corporate, his, her, and their Heirs, Succeſſors, and Adminiſtrators (Other than the ſaid *John* now Earl of *Egmont*, and the Firſt and every other Son of his Body, on the Body of the ſaid *Catherine* late Counteſs of *Egmont*, his Wife, begotten, and the Heirs Male of the Body and Bodies of ſuch Son and Sons reſpectively, and all and every Perſon and Perſons claiming or to claim any Uſe, Eſtate, Truſt, Sum or Sums of Money, by virtue of or under the ſaid Marriage-Settlement or Act of Parliament reſpectively, or either of them); All ſuch Eſtate, Right, Title, Intereſt, Claims, and Demands, of, into, or out of, the ſeveral Manors, Meſſuages, Farms, Lands, Tenements, Hereditaments, and Premiſes, hereby ſettled upon and veſted in the ſaid *Edward Le Grand*, Sir *John Cuſt*, and Sir *Edmund Thomas*, their Executors, Adminiſtrators, and Aſſigns, for the ſaid Term of Two thouſand Years, as they, every or any of them reſpectively had, before the paſſing this Act, or could or might have had or enjoyed, in caſe this Act had not been made.

An ACT *to enable* John *Earl of* Egmont, *in the Kingdom of* Ireland, *to raiſe Money, for purchaſing Lands in* Great Britain, *for the Purpoſes of his Marriage-Settlement, by Mortgage, inſtead of Sale, of Part of his* Iriſh *Eſtate.*

[1758.]

* Great Brit. - George II
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[1]
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No 13

31 Geo. II - c. 13 -

An ACT *for Selling divers Lands and Tenements, and Shares of Lands and Tenements, in* London, Middlesex, *and* Surry, *of and belonging to* Ralph *Earl of* Verney *in the Kingdom of* Ireland, Mary *Countess of* Verney, *and Dame* Henrietta-Maria Clayton, *respectively; and for laying out the Money, arising by such Sale, in purchasing other Lands and Hereditaments, to be settled in lieu thereof.*

WHereas by Indenture Quadrupartite, bearing Date the Eleventh Day of *February* One thousand Seven hundred and Thirty-five, and made, or mentioned to be made, between *Henry Herring*, of *London*, Esquire, since deceased, and *Henrietta Maria Herring*, Spinster, the eldest Daughter of the said *Henry Herring*, of the First Part; Sir *William Clayton*, of *Marden*, in the County of *Surry*, Baronet, and *Kenrick Clayton*, Esquire, the eldest Son and Heir apparent of the said Sir *William Clayton*, of the Second Part; the Reverend *Robert Drew*, of the Parish of *Saint Margaret Pattens*, *London*, Clerk, of the Third Part; and *Willey Reveley*, of *Bedford-Row*, in the Parish of *Saint Andrew Holborn*, in the County of *Middlesex*, Esquire, and *Matthew Kenrick*, of the *Middle Temple*, *London*, Esquire, of the Fourth Part; and by other Assurance in the Law, in Consideration of the Marriage then intended, and which soon afterwards took Effect and was solemnized, between the said *Kenrick Clayton* and *Henrietta-Maria Herring*, now Sir *Kenrick Clayton* and Dame *Henrietta-Maria Clayton* his Wife, and for other Considerations in the said Indenture Quadrupartite mentioned,

the undivided Third Part of her the ſaid *Henrietta-Maria Herring* of and in all that Farm, and Lands thereunto belonging or in any-wiſe appertaining, or therewith commonly lett, uſed, or enjoyed, containing by Eſtimation Two hundred and Fifty Acres, or thereabouts, be the ſame more or leſs, with the Appurtenances, then or late in the Tenure or Occupation of *Richard Blunt*, his Undertenants or Aſſigns, at and under the yearly Rent of One hundred and Sixty-five Pounds; and alſo all that Farm, and Land thereunto belonging or in any-wiſe appertaining, or therewith commonly lett, uſed, or enjoyed, containing by Eſtimation One hundred and Seventy-nine Acres, or thereabouts, be the ſame more or leſs, with the Appurtenances, then or late in the Tenure or Occupation of *Thomas Verry*, his Undertenants or Aſſigns, at and under the yearly Rent of Ninety-two Pounds; and alſo all that Farm, and Land thereunto belonging, or in any-wiſe appertaining, or therewith commonly lett, uſed, or enjoyed, containing by Eſtimation One hundred and Sixteen Acres, or thereabouts, be the ſame more or leſs, with the Appurtenances, then or late in the Tenure or Occupation of *Henry Bullock*, his Undertenants or Aſſigns, at and under the yearly Rent of One hundred and Twelve Pounds; all which ſaid Farms, Lands, and Premiſes, are therein mentioned to be lying and being in *Stanwell*, in the County of *Middleſex*, and to have been purchaſed by the ſaid *Henry Herring*, under a Decree of the High Court of Chancery, being Part of the Eſtate late of Sir *Francis Leigh*, Knight; and alſo of and in all thoſe Two Meſſuages or Tenements, ſituate and being in *Saint Clement's Lane*, in the Pariſh of *Saint Clement Eaſtcheap*, *London*, thentofore in the Occupation of *Arthur Holdſworth*, his Undertenants or Aſſigns; and all thoſe Two Meſſuages, ſituate and being in *Finch Lane*, in the Pariſh of *Saint Michael Cornhill*, *London*, theretofore in the Occupation of the Widow *Muſſell*, her Undertenants or Aſſigns; and alſo of and in all thoſe other Two Meſſuages or Tenements ſituate and being in the Borough of *Southwark*, in the Pariſh of *Saint Saviour's Southwark*, in the County of *Surry*, One of them then or late in the Occupation of *Joſeph Wade*, his Undertenants or Aſſigns, and the other of them then or late in the Occupation of *Charles Smith*, his Undertenants or Aſſigns; and alſo of and in all that Annuity or Rent-charge of Thirty Pounds a Year, payable by the Company of Embroiderers, *London*, from and out of an Eſtate at *Stifford*, in the County of *Eſſex*, belonging to the ſaid Company; and of and in all and ſingular Outhouſes, Edifices, Buildings, Backſides, Yards, Ways, Paſſages, Lights, Eaſements, Waters, Watercourſes, Privileges, Profits, Commodities, Advantages, Hereditaments, and Appurtenances whatſoever, to the ſaid ſeveral Farms, Meſſuages, Lands, Tenements, Hereditaments, and Premiſes, belonging or in any-wiſe appertaining, or with them, any or either of them, uſed, occupied, or enjoyed, or accepted, reputed, or taken, as Part, Parcel, or Member thereof; and the Reverſion and Reverſions, Remainder and Remainders, of and in the ſame Third Part, and Premiſes, were ſettled, limited, and aſſured, to take Effect after the Solemnization of the ſaid intended Marriage, to the Uſe of the ſaid Sir

Kenrick

Kenrick Clayton, for his Life, without Impeachment of Waſte (voluntary Waſte, in pulling down of Houſes, and not rebuilding the ſame, only excepted); Remainder to the ſaid *Willey Reveley* and *Matthew Kenrick*, and their Heirs, during the Life of the ſaid Sir *Kenrick Clayton*, in Truſt to preſerve the contingent Remainders; and, after the Death of the ſaid Sir *Kenrick Clayton*, to the Uſe of the ſaid Dame *Henrietta-Maria Clayton*, for her Life, without Impeachment of Waſte (except as afore-mentioned); and, after the Deceaſe of the Survivor of them the ſaid Sir *Kenrick Clayton* and Dame *Henrietta-Maria*, to the Uſe of ſuch Child or Children of the ſaid Sir *Kenrick Clayton* on the Body of the ſaid Dame *Henrietta-Maria* to be begotten; and for ſuch Eſtate and Eſtates, and in ſuch Parts and Proportions, Manner and Form, and with or without Power of Revocation, as the ſaid Sir *Kenrick Clayton* and Dame *Henrietta Maria*, or the Survivor of them, by any Deed or Deeds, Writing or Writeings, under their Hands and Seals, or under the Hand and Seal of the Survivor of them, ſigned and ſealed in the Preſence of Two or more credible Witneſſes, ſhould, from time to time, limit or appoint; and, for want of ſuch Limitation or Appointment, and as the Eſtate or Eſtates ſo to be appointed (if any ſhould be) ſhould reſpectively end and determine; and as to ſo much of the ſaid Third Part of the ſaid Premiſes, whereof no ſuch Declaration or Appointment ſhould be made, to the Uſe of all and every the Child and Children of the ſaid Sir *Kenrick Clayton* on the Body of the ſaid Dame *Henrietta-Maria* to be begotten, which ſhould be living at the Deceaſe of the Survivor of them, to be equally divided between ſuch Children (if more than One), Share and Share alike, as Tenants in common, and not as joint Tenants, and of the ſeveral and reſpective Heirs of the Body and Bodies of all and every ſuch Child and Children lawfully iſſuing; and, for want of Iſſue of ſuch Children, then, as to the Part or Parts of ſuch of them whereof there ſhould happen to be a Failure of Iſſue, to the Uſe of the others and other of the ſaid Children, equally to be divided between them in like manner (if more than One), Share and Share alike, as Tenants in common, and not as joint Tenants, and of the ſeveral and reſpective Heirs of the Body and Bodies of all and every ſuch other Child or Children lawfully iſſuing; and, for want of ſuch Iſſue, to the Uſe of the Heirs of the Body of the ſaid Sir *Kenrick Clayton* on the Body of the ſaid Dame *Henrietta-Maria* to be begotten; and, for want of all ſuch Iſſue, to the Uſe of the right Heirs of the ſaid Sir *Kenrick Clayton* for ever, with a Power for the ſaid Sir *Kenrick Clayton* and the ſaid Dame *Henrietta-Maria*, and ſuch Perſon or Perſons as, by virtue of the Limitations aforeſaid, ſhould be intitled to the immediate Poſſeſſion of the ſaid Third Part of the ſaid Premiſes, or the reſpective Guardians of ſuch of them as ſhould happen to be Infants, to make Leaſes thereof for any Term not exceeding Twenty-one Years, at the improved Rent, without taking Fines:

And whereas by Indenture Quadrupartite, bearing Date the Fourth Day of *September* One thouſand Seven hundred and Forty, and made, or mentioned to be made, between the ſaid *Henry Herring* and *Mary Herring*,

Herring, Spinſter, One of the Daughters of the ſaid *Henry Herring*, (now the Right Honourable *Mary* Counteſs of *Verney*, Wife of the Right Honourable *Ralph* Earl of *Verney*, in the Kingdom of *Ireland*), of the Firſt Part; the Right Honourable *Ralph* late Earl of *Verney*, ſince deceaſed, and the ſaid *Ralph* now Earl of *Verney*, by the Names, Stiles, and Deſcriptions, therein mentioned, of the Second Part; *Robert Drew*, Clerk, of the Third Part; *Willey Reveley*, Eſquire, and Sir *Thomas Cave*, Baronet, of the Fourth Part; in Conſideration of the Marriage then intended between the ſaid *Ralph Verney*, now Earl of *Verney*, and *Mary Herring*, now *Mary* Counteſs of *Verney*, and for other Conſiderations in the ſaid Indenture Quadrupartite mentioned, the undivided Third Part of her the ſaid *Mary* Counteſs of *Verney* of and in the ſeveral Meſſuages, Farms, Lands, Tenements, and Hereditaments, in the County of *Middleſex*, City of *London*, and Borough of *Southwark*, herein firſt mentioned and deſcribed; and of and in the ſaid Annuity of Thirty Pounds, payable by the Embroiderers Company; was ſettled and limited to the Uſe of the ſaid *Ralph*, now Earl of *Verney*, for his Life, without Impeachment of Waſte (except Waſte in pulling down Houſes, and not rebuilding the ſame); Remainder to the ſaid *Willey Reveley*, and Sir *Thomas Cave*, and their Heirs, during his Life, in Truſt to preſerve the contingent Remainders; and, after the Death of the ſaid *Ralph* now Earl of *Verney*, then, as to One Moiety of the ſaid Third Part, and Premiſes, to the Uſe of the ſaid *Mary* Counteſs of *Verney*, for her Life, and, after the Deceaſe of the Survivor of them the ſaid *Ralph* now Earl of *Verney*, and *Mary* Counteſs of *Verney*, then, as to the ſame Moiety of the ſaid Third Part, and alſo as to the other Moiety of the ſaid Third Part, after the Death of the ſaid Earl of *Verney*, to the Uſe of the ſaid *Willey Reveley* and Sir *Thomas Cave*, their Executors, Adminiſtrators, and Aſſigns, for the Term of One hundred Years, in Truſt, by and out of the Rents and Profits of the ſaid Premiſes, to raiſe and levy ſuch yearly Sum and Sums of Money, for the Maintenance of the Child and Children of the ſaid then intended Marriage, to be paid at ſuch Times, and in ſuch Manner, as is therein mentioned; and, after the End or Determination of the ſaid Term of One hundred Years, then, in caſe there ſhould be Two or more Children of the ſaid Marriage beſides an eldeſt or only Son, or Two or more Daughters, and no Son, to the Uſe of ſuch Two or more younger Children, or ſuch Two or more Daughters, reſpectively, and the Heirs of their reſpective Bodies; with croſs Remainders over, in caſe of the Death and Failure of Iſſue of any of them, for the Benefit of the others and other of them, and the Heirs of their reſpective Bodies, in ſuch manner as is therein mentioned; but in caſe there ſhould be but One ſuch ſurviving younger Child, or One ſuch ſurviving Daughter, or in caſe there ſhould be but One Child only of the ſaid Marriage, other than and beſides an eldeſt or only Son, or but One Daughter only, and no Son, then, as to One Moiety of the ſaid Third Part and Premiſes, to the Uſe of ſuch ſurviving or only younger Child, or ſuch ſurviving or only Daughter, reſpectively, and the Heirs of his or her Body; and for want of all

ſuch

ſuch Iſſue, as to the ſame Moiety, and as to the other Moiety of the ſaid Third Part, after the Determination of the ſaid Term of One hundred Years, to the Uſe of the ſaid *Ralph* late Earl of *Verney*, his Heirs and Aſſigns for ever: In which ſaid recited Indenture Quadrupartite is contained a Power for the ſaid *Ralph* now Earl of *Verney*, and all and every other Perſon and Perſons who, by virtue thereof, ſhould come into, and be intitled to, the actual Poſſeſſion of the ſaid Third-part, or of the reſpective Moieties of ſuch Third-part, to make Leaſes thereof for any Term, not exceeding Twenty-one Years, at the improved Rent, without taking Fines:

And whereas the ſaid *Ralph* late Earl of *Verney* made his laſt Will and Teſtament, in Writing, bearing Date on or about the Twenty-third Day of *March* One thouſand Seven hundred and Fifty-two; and thereby gave and deviſed all his Houſes and Lands at *Little Chelſea*, in the County of *Middleſex*, with their and every of their Appurtenances, unto his Son the ſaid *Ralph* now Earl of *Verney*, the Reverend *William Chilcot*, of *Brentford*, in the County of *Middleſex*, Doctor in Divinity, and *John Milward*, of *Eaſt Claydon*, in the County of *Bucks*, Gentleman, and their Heirs, to the Uſes and for the Purpoſes following; that is to ſay, To the Uſe of the ſaid *Ralph* now Earl of *Verney*, *William Chilcot*, and *John Milward*, and their Heirs, during the Life of his the ſaid Teſtator's Daughter *Elizabeth* Counteſs of *Harborough*, ſince deceaſed, in Truſt, to permit the ſame to be held and enjoyed, and the Rents and Profits thereof had and received, by the ſaid Counteſs, for her ſeparate Uſe and Benefit; and, after the Deceaſe of the ſaid Counteſs of *Harborough*, to the Uſe of his the ſaid Teſtator's Grand-daughter *Mary Verney*, for her Life, Remainder to the Uſe of the ſaid *Ralph* now Earl of *Verney*, *William Chilcot*, and *John Milward*, and their Heirs, during the Life of the ſaid *Mary Verney*, in Truſt, to preſerve the contingent Remainders; and after the Deceaſe of the ſaid *Mary Verney*, to the Uſe of the Firſt and every other Son of her Body to be begotten, ſucceſſively in Tail Male, Remainder to the Uſe of the ſaid *Ralph* now Earl of *Verney*, for his Life, with the like Limitation to Truſtees and their Heirs, during the Life of the ſaid now Earl of *Verney*, in Truſt, to preſerve the contingent Remainders; and after the Deceaſe of the ſaid now Earl of *Verney*, to the Uſe of his Firſt and every other Son ſucceſſively, according to their Seniority, in Tail Male, with Remainder to the Uſe of his the ſaid Teſtator's own right Heirs, with a Power for the ſaid *Ralph* now Earl of *Verney*, and *Mary Verney* and her Huſband, for the Time being, when and as they reſpectively ſhould be in the actual Poſſeſſion of the Meſſuages, Lands, and Premiſes, thereby limited to the ſaid *Ralph* now Earl of *Verney* and *Mary Verney*, for Life, reſpectively as aforeſaid, to make Leaſes thereof for any Term not exceeding Twenty-one Years, at the improved Rent, without taking Fines:

And whereas the ſaid *Ralph* late Earl of *Verney* made a Codicil to his ſaid Will, bearing Date the Twenty-fourth Day of *March* One thouſand Seven hundred and Fifty-two; and thereby gave and de-

viſed, amongſt other Hereditaments therein mentioned, the Reverſion or Remainder, in Fee-ſimple, ſo veſted in him as aforeſaid, of and in the ſaid Third Part of the Premiſes in the County of *Middleſex*, City of *London*, and County of *Surry*, and of and in the ſaid Annuity or yearly Rent of Thirty Pounds, to the Uſe of the Firſt and every other Son of the ſaid *Ralph* now Earl of *Verney*, on the Body of any future Wife to be begotten, ſucceſſively in Tail Male, Remainder to his Grand-daughter *Mary Verney*, for her Life, with the like Proviſion for preſerving the contingent Remainders; and after her Death to the Firſt and every other Son of her Body, lawfully to be begotten, ſucceſſively in Tail Male, Remainder to the ſaid *Ralph* now Earl of *Verney*, his Heirs and Aſſigns:

And whereas the ſaid *Ralph* late Earl of *Verney* made another Codicil to his Will, bearing Date the Twentieth Day of *September* One thouſand Seven hundred and Fifty-two; and, after taking Notice that he had, by his Will, given and deviſed ſeveral Freehold, Leaſehold, and Copyhold Eſtates, to ſeveral Perſons, upon the Truſts mentioned in his ſaid Will, he did, by the ſaid Codicil, will and declare, that all the Eſtates ſo given and deviſed to his Grand-daughter *Mary Verney*, and the Iſſue Male of her Body, ſhould, in default of ſuch Iſſue Male, go to her Female Iſſue, in manner following; that is to ſay, Her Firſt, Second, and every other Daughter ſhould take place, in the ſame manner as he had directed any Son or Sons ſhe might happen to have, as in and by the ſaid ſeveral Settlements, Will, and Codicils, herein before recited, Relation being thereunto reſpectively had, may more fully appear:

And whereas the ſaid Sir *Kenrick Clayton* and Dame *Henrietta-Maria*, his Wife, have Iſſue between them ſeveral Children, who are all under the Age of Twenty-one Years; and the ſaid *Ralph* Earl of *Verney* and *Mary* Counteſs of *Verney* have no Iſſue between them; and the ſaid *Mary Verney* is under the Age of Twenty-one Years, and unmarried:

And whereas, by the Death of *Sarah Herring*, Spinſter, who was Siſter of the ſaid Dame *Henrietta-Maria Clayton* and of *Mary* Counteſs of *Verney*, and alſo One of the Three Daughters and Coheirs of the ſaid *Henry Herring*, One equal undivided Third-part of the Meſſuages, Farms, Lands, Tenements, and Hereditaments, at *Stanwell*, in the County of *Middleſex*, and in the City of *London* and Borough of *Southwark*, and of the ſaid Annuity payable by the Embroiderers Company, deſcended upon and veſted in the ſaid Dame *Henrietta-Maria Clayton* and *Mary* Counteſs of *Verney*, her Coheirs, in equal Moieties, in Fee-ſimple; and the ſame is now veſted in them, or in their ſeveral Huſbands, in their Right reſpectively:

And whereas there is now a fair Proſpect and Opportunity of ſelling the ſaid Meſſuages, Farms, Lands, Tenements, Hereditaments, and Premiſes, herein laſt before-mentioned, to Advantage, in caſe the Inheritance of all the undivided Parts and Shares thereof could be united, and be wholly and intirely diſpoſed of; and the ſaid *Ralph* Earl of *Verney* and *Mary* Counteſs of *Verney*, his Wife, Sir *Kenrick Clayton*

Clayton and Dame *Henrietta-Maria*, his Wife, do apprehend and are ſatisfied, that it would be greatly for the Benefit of all the Perſons intitled, under the Limitations of the ſaid ſeveral Settlements and Codicils reſpectively, to the ſaid Two undivided Third-parts of the Premiſes of or belonging to the ſaid Counteſs of *Verney* and Dame *Henrietta-Maria Clayton* as aforeſaid, that the ſaid Two Third-parts and Shares ſhould be compriſed in ſuch Sale and Diſpoſition; and that the Money ariſing by Sale thereof ſhould be laid out in the Purchaſe of intire Farms, Lands, Tenements, and Hereditaments, to be ſettled to and for ſuch and the ſame Uſes, Intents, and Purpoſes, as in and by the ſaid Settlements and Codicils reſpectively are limited and declared, or directed to be limited and declared, of the ſaid Two Third-parts and Shares as aforeſaid, or ſuch and ſo many of them as are now exiſting, undetermined, or capable of taking Effect:

But, as ſuch Sale and Diſpoſition cannot be made and effected, by reaſon of the Limitations contained in the ſaid Settlements and Codicils reſpectively, and the Infancy and Minority of ſeveral of the Parties claiming and intitled under the ſame Limitations as aforeſaid, without the Aid and Authority of an Act of Parliament;

Therefore your Majeſty's moſt Dutiful and Loyal Subjects the ſaid *Ralph* Earl of *Verney* and *Mary* Counteſs of *Verney*, his Wife, Sir *Kenrick Clayton* and Dame *Henrietta-Maria*, his Wife, for themſelves, and on the behalf of their Children, who are Infants, *Richard Calvert* Eſquire, and *Mary Calvert* his Wife, formerly *Mary Verney*, for herſelf, and on the behalf of the ſaid *Mary Verney*, her Daughter;

Do moſt humbly beſeech Your MAJESTY,

That it may be **Enacted**; **And be it Enacted**, by the KING's moſt Excellent MAJESTY, by and with the Advice and Conſent of the Lords Spiritual and Temporal, and Commons, in this preſent Parliament aſſembled, and by the Authority of the ſame, That the ſaid Two ſeveral undivided Third-parts late of and belonging to the ſaid *Henrietta-Maria Herring*, now Dame *Henrietta-Maria Clayton*, and *Mary Herring*, now Counteſs of *Verney*, reſpectively, of and in the ſaid Meſſuages, Farms, Lands, Tenements, and Hereditaments, ſituate, lying, and being in *Stanwell*, in the County of *Middleſex*, *Saint Clement's Lane*, in the Pariſh of *Saint Clement*, *Eaſtcheap*, *Finch Lane*, in the Pariſh of *Saint Michael*, *Cornhill*, and in the Borough of *Southwark*, in the Pariſh of *Saint Saviour's*, *Southwark*, in the County of *Surry*; and of and in the ſaid Annuity or yearly Rent-Charge of Thirty Pounds payable by the Embroiderers Company; and which ſaid Two ſeveral undivided Third-parts were compriſed in, and ſettled and limited in and by, the ſaid Settlements made on the ſeveral Marriages of the ſaid Dame *Henrietta-Maria Clayton*, and *Mary* Counteſs of *Verney*, to and for the ſeveral Uſes, Truſts, Intents, and Purpoſes, therein reſpectively mentioned, with their and every of their Rights, Members, and Appurtenances, ſhall, from and after the Firſt Day of *June* One thouſand Seven hundred

and

and Fifty-eight, be veſted in and ſettled upon, and the ſame are hereby from thenceforth veſted in and ſettled upon, *Hamey Palmer*, of the Pariſh of *Saint George Hanover-Square*, in the County of *Middleſex*, *Nicholſon Calvert*, of *Hunſdon* in the County of *Hertford*, Eſquires, and *Michael Barnes*, of *Ryegate* in the County of *Surry*, Gentleman, their Heirs and Aſſigns, to the Uſe of them the ſaid *Hamey Palmer*, *Nicholſon Calvert*, and *Michael Barnes*, their Heirs and Aſſigns for ever, freed and diſcharged, and abſolutely acquitted, exempted, and exonerated, of, from, and againſt all and every the Uſes, Eſtates, Truſts, Powers, Proviſoes, and Limitations, in and by the ſaid ſeveral Settlements and Codicils herein before recited or referred to, or any of them reſpectively, limited, created, provided, expreſſed, and declared, of and concerning the ſame Premiſes; but nevertheleſs upon the Truſts, and to and for the Ends, Intents, and Purpoſes herein after-mentioned, expreſſed, and declared; (that is to ſay) upon Truſt that they the ſaid *Hamey Palmer*, *Nicholſon Calvert*, and *Michael Barnes*, and the Survivors or Survivor of them, and the Heirs of ſuch Survivor, ſhall and do, with all convenient Speed, ſell and diſpoſe of the ſaid undivided Third-parts, and all other the Hereditaments and Premiſes hereby veſted in them as aforeſaid, unto any Perſon or Perſons that ſhall be willing to become Purchaſer or Purchaſers thereof, or of any Part thereof, for the moſt Money and beſt Price and Prices that can be reaſonably got for the ſame; and ſhall and do lay out, apply, and diſpoſe of One Moiety or Half Part of the Money ariſing and to be produced by ſuch Sale or Sales, in the Purchaſe of Lands, Tenements, and Hereditaments in Fee-ſimple in Poſſeſſion; and ſhall and do ſettle, convey, and aſſure the Lands, Tenements, and Hereditaments ſo to be purchaſed, to, for, upon, and ſubject to, ſuch and the ſame Uſes, Eſtates, Truſts, Powers, Proviſoes, and Limitations, as in and by the ſaid recited Settlement of the Eleventh Day of *February* One thouſand Seven hundred and Thirty-five, are limited, created, and declared, of and concerning the undivided Third-part or Share of the ſaid *Henrietta-Maria Herring*, now Dame *Henrietta-Maria Clayton*, hereby veſted in Truſt to be ſold, as aforeſaid, or ſuch and ſo many of them as ſhall be then exiſting, undetermined, or capable of taking Effect; and alſo upon Truſt that they the ſaid *Hamey Palmer*, *Nicholſon Calvert*, and *Michael Barnes*, and the Survivors or Survivor of them, and the Heirs of ſuch Survivor, ſhall and do lay out, apply, and diſpoſe of the other Moiety or Half-part of the Money ariſing by ſuch Sale as aforeſaid, in the Purchaſe of Lands, Tenements, and Hereditaments in Fee-ſimple in Poſſeſſion; and ſhall and do ſettle, convey, and aſſure the Lands, Tenements, and Hereditaments, ſo to be purchaſed with the ſaid laſt-mentioned Moiety of the Money ariſing by ſuch Sale as aforeſaid, to, for, upon, and ſubject to ſuch and the ſame Uſes, Eſtates, Truſts, Powers, Proviſoes, and Limitations, as in and by the ſaid Settlement of the Fourth Day of *December* One thouſand Seven hundred and Forty, and the ſaid Codicils of the ſaid *Ralph* late Earl of *Verney*, reſpectively, are limited, deviſed, created, and declared of and concerning the undivided Third-part or Share of the ſaid *Mary* Counteſs of *Verney* of and concerning the Premiſes hereby veſted to be ſold, as aforeſaid, or ſuch and ſo

many

many of them as ſhall be then exiſting, undetermined, or capable of taking Effect.

And whereas the Houſes and Buildings at *Little Chelſea*, deviſed by the Will of the ſaid *Ralph* late Earl of *Verney*, are in a decaying and ruinous Condition, and the putting the ſame in tenantable Repair would be attended with a great Expence; and as there is a Probability that the ſame, together with the Lands and Grounds in *Little Chelſea* aforeſaid, deviſed by the ſame Will, might be ſold to Advantage; it is apprehended that it would be for the Benefit of the ſaid *Mary Verney* the Infant, and all other Perſons claiming under the ſaid Will, that the ſaid Premiſes at *Little Chelſea* ſhould be ſold and diſpoſed of, and the Money, ariſing and produced by ſuch Sale, laid out in the Purchaſe of Lands, Tenements, or Hereditaments, to be ſettled to ſo many of the Uſes limited of the ſame Premiſes by the ſaid Will, as are undetermined, or capable of taking Effect:

But as, by reaſon of the Limitations in the ſaid Will, and the Minority of the ſaid *Mary Verney*, ſuch Sale cannot be effectually made for the Purpoſes aforeſaid, without the Aid of an Act of Parliament:

Wherefore may it pleaſe Your MAJESTY, at the humble Petition and Requeſt of the ſaid *Ralph* Earl of *Verney*, and *Mary Calvert*, for and on the behalf of the ſaid *Mary Verney* the Infant, That it may be **Enacted; And be it further Enacted**, by the Authority aforeſaid, That all and every the ſaid Houſes and Lands late of, or belonging to, the ſaid *Ralph* late Earl of *Verney*, ſituate, lying, and being, at *Little Chelſea* aforeſaid, which, in and by his ſaid Will, were given and deviſed to the ſaid *Ralph* now Earl of *Verney*, *William Chilcot*, and *John Milward*, and their Heirs, to the Uſes and for the Purpoſes herein before-mentioned, with their and every of their Appurtenances, ſhall, from and after the Firſt Day of *June* One thouſand Seven hundred and Fifty-eight, be veſted in and ſettled upon, and the ſame are hereby, from thenceforth, veſted in and ſettled upon *Hamey Palmer*, *Nicholſon Calvert*, and *Michael Barnes*, their Heirs and Aſſigns, to the Uſe of them the ſaid *Hamey Palmer*, *Nicholſon Calvert*, and *Michael Barnes*, their Heirs and Aſſigns for ever, freed and diſcharged, and abſolutely acquitted, exonerated, and diſcharged of, from, and againſt all and every the Uſes, Eſtates, Truſts, Powers, Proviſoes, and Limitations, in and by the ſaid recited Will and laſt-mentioned Codicil of the ſaid *Ralph* late Earl of *Verney*, limited, deviſed, created, provided, or declared, of and concerning the ſame Premiſes; upon Truſt nevertheleſs, that they the ſaid *Hamey Palmer*, *Nicholſon Calvert*, and *Michael Barnes*, and the Survivors or Survivor of them, and the Heirs and Aſſigns of ſuch Survivor, ſhall and do, with all convenient Speed, ſell and diſpoſe of the ſaid laſt-mentioned Houſes, Lands, and Premiſes, unto any Perſon or Perſons that ſhall be willing to become Purchaſer or Purchaſers thereof, or of any Part thereof, for the moſt Money, and beſt Price and Prices that can be reaſonably got for the ſame; and ſhall and do lay out, apply, and diſpoſe of the Money, ariſing and to be produced by ſuch Sale, in the Purchaſe of Lands, Tenements, and He-

reditaments in Fee-ſimple in Poſſeſſion; and ſhall and do ſettle, convey, and aſſure the Lands and Hereditaments ſo to be purchaſed, to, for, upon, and ſubject to, ſuch and the ſame Uſes, Eſtates, Truſts, Powers, Proviſoes, and Limitations, as in and by the ſaid recited Will of the ſaid *Ralph* late Earl of *Verney*, are limited, deviſed, created, and declared of and concerning the ſaid Houſes, Lands, Hereditaments, and Premiſes, at *Little Chelſea*, hereby veſted to be ſold, as aforeſaid, or ſuch and ſo many of them as ſhall be then exiſting, undetermined, or capable of taking Effect.

And it is hereby further Enacted, by the Authority aforeſaid, That in the mean time, and until ſuch Sale or Sales ſhall be reſpectively made in purſuance of this Act, as aforeſaid, the ſaid *Hamey Palmer*, *Nicholſon Calvert*, and *Michael Barnes*, and the Survivors or Survivor of them, and the Heirs of ſuch Survivor, ſhall and do permit and ſuffer the Premiſes, hereby reſpectively veſted in them, as aforeſaid, to be reſpectively held and enjoyed, and the Rents and Profits thereof reſpectively to be had, received, and taken by, and for the Benefit of, ſuch Perſon and Perſons as would reſpectively be intitled to, and ought to hold, enjoy, and receive, the ſame reſpectively, in caſe this Act had not been made.

And it is hereby further Enacted and Declared, That in the mean time, and after the reſpective Sales and Conveyances of the Premiſes hereby veſted to be ſold, as aforeſaid, or any Part thereof reſpectively, and until the Monev, ariſing by ſuch Sales, ſhall be laid out in the Purchaſe of Lands, Tenements, and Hereditaments, purſuant to this Act, it ſhall and may be lawful to and for the ſaid *Hamey Palmer*, *Nicholſon Calvert*, and *Michael Barnes*, and the Survivors or Survivor of them, and the Heirs of ſuch Survivor, to place out the ſaid Money, ariſing by ſuch Sales reſpectively, as aforeſaid, upon the Publick Funds, or on Government or Real Security, at Intereſt; and alſo, from time to time, to call in the principal Money ſo to be placed out, and to place out the ſame again, at Intereſt, on new or other Securities of the like Nature; and that the Intereſt, Dividends, and Produce, ariſing and to be produced from ſuch Securities, ſhall be paid to ſuch Perſon and Perſons as would be intitled to the Rents and Profits of the Lands and Hereditaments hereby reſpectively directed to be purchaſed, in caſe the ſame were reſpectively purchaſed and ſettled purſuant to this Act.

And, for promoting and facilitating the Sales of the reſpective Premiſes hereby veſted to be ſold, as aforeſaid; **It is hereby further Enacted and Declared**, That the Receipt or Receipts of the ſaid *Hamey Palmer*, *Nicholſon Calvert*, and *Michael Barnes*, or the Survivors or Survivor of them, or the Heirs of ſuch Survivor, under their, his, or her Hands or Hand reſpectively, ſhall be a ſufficient Diſcharge to the Purchaſer and Purchaſers of the reſpective Premiſes, or any Part or Parts thereof, and to their reſpective Heirs, Executors, Adminiſtrators, and Aſſigns, for ſo much of the ſaid Purchaſe-money for which ſuch Receipt or Receipts ſhall be given; and after ſuch Receipt or Receipts, the ſaid Purchaſer and Purchaſers, his, her, and

their

their Heirs, Executors, Adminiſtrators, and Aſſigns, ſhall be, and is and are hereby, abſolutely acquitted and diſcharged of and from the ſame; and he, they, or any of them, after ſuch Receipt or Receipts, ſhall not be anſwerable or accountable for any Loſs, Miſapplication, or Non-application, of the ſaid Purchaſe-money, or any Part thereof.

And it is hereby further Enacted and Declared, That the ſaid *Hamey Palmer*, *Nicholſon Calvert*, and *Michael Barnes*, ſhall not, nor ſhall either of them, or the Heirs, Executors, or Adminiſtrators of either of them, be anſwerable or accountable for any Money to be received by virtue of or under the Truſts hereby in them repoſed, any otherwiſe than each Perſon for ſuch Sum and Sums of Money as he ſhall reſpectively actually receive; and that no One of them ſhall be anſwerable or accountable for the Acts, Receipts, Neglects, or Defaults, of the other of them: And alſo that they the ſaid *Hamey Palmer*, *Nicholſon Calvert*, and *Michael Barnes*, their reſpective Heirs, Executors, and Adminiſtrators, ſhall and may, by and out of the Rents and Profits of the Premiſes hereby veſted in them, as aforeſaid, or out of the Money ariſing by Sale thereof, retain to and reimburſe themſelves all reaſonable Coſts, Charges, and Expences, that they reſpectively ſhall or may ſuſtain, or be put unto, in or about the Execution of the Truſts hereby in them repoſed.

Saving always to the KING's moſt Excellent MAJESTY, his Heirs and Succeſſors, and to all and every Perſon and Perſons, Bodies Politick and Corporate, his, her, and their Heirs, Succeſſors, Executors, and Adminiſtrators (Other than and except the ſaid Sir *Kenrick Clayton* and Dame *Henrietta-Maria*, his Wife, and the Child and Children between them Two begotten, or to be begotten, and the Heirs of the Body and Bodies of ſuch Child and Children, and the right Heirs of the ſaid Sir *Kenrick Clayton*; and other than the ſaid *Ralph* Earl of *Verney* and *Mary* Counteſs of *Verney*, his Wife, and the Firſt and every other Son of the Body of the ſaid *Ralph* Earl of *Verney* begotten, or to be begotten, and the Heirs Male of the Body and Bodies of ſuch Son and Sons reſpectively, and the ſaid *Mary Verney* the Infant, and the Sons and Daughters of her Body lawfully to be begotten, and the Heirs Male of the Bodies of ſuch Sons, and the Heirs of the Bodies of ſuch Daughters reſpectively, and the right Heirs of the ſaid *Ralph* now Earl of *Verney*, and all and every Perſon and Perſons claiming, or to claim, any Uſe, Eſtate, Truſt, Intereſt, or Benefit, of, into, or out of, the ſaid undivided Third-parts, Hereditaments, and Premiſes, veſted and ſettled, or mentioned or intended to be veſted and ſettled, by this Act, by virtue of or under the Settlements, Will, and Codicils, herein before reſpectively recited or referred to, or any Part thereof reſpectively); All ſuch Eſtates, Rights, Intereſts, Claims, and Demands, of, in, to, or out of the ſame undivided Third-parts, Hereditaments, and Premiſes, as they, every or any of them, had before the paſſing this Act, or could or might have had, held, or enjoyed, in caſe this Act had not been made.

An ACT *for Selling divers Lands and Tenements, and Shares of Lands and Tenements, in* London, Middlesex, *and* Surry, *of and belonging to* Ralph *Earl of* Verney, *in the Kingdom of* Ireland, Mary *Countess of* Verney, *and Dame* Henrietta-Maria Clayton, *respectively; and for laying out the Money, arising by such Sale, in purchasing other Lands and Hereditaments, to be settled in lieu thereof.*

[1758.]

K Great Brit. - George II
31 Geo. II - c. 14 -
No 14

AN

ACT

TO

Enable Sir Maurice Croſbie, *Knight, to diſcharge an Incumbrance on certain Collieries and Coal-Mines in the County of* Durham, *part of the Eſtate of* Francis Thomas *Earl of* Kerry *and* Lixnaw, *in the Kingdom of* Ireland, *a Minor.*

WHEREAS *James Petty*, Eſq; commonly called Lord Viſcount *Dunkeron*, deceaſed, by Deed Poll, bearing Date the Eighth Day of *May*, One Thouſand Seven Hundred and Forty-nine, and inrolled in the High Court of Chancery, did, for the Conſiderations therein mentioned, for him and his Heirs, Give, Grant and Comfirm unto *Elizabeth Gipps*, of the Town of *Kirby*, in the Pariſh of *Kirby*, in the County of *York*, Widow, then called and known by the Name of *Elizabeth Davenant*, One Annuity, or yearly Rent Charge, of Five Hundred Pounds of lawful Money of *Great Britain*, and unto *James Petty*, then and ſtill an Infant, the natural or reputed Son of the ſaid *Elizabeth Gipps*, otherwiſe *Elizabeth Davenant*, One other Annuity, or yearly Rent Charge, of Three Hundred Pounds *per Annum*, of like lawful Money; the ſaid Two Annuities of Five Hundred Pounds and Three Hundred Pounds to be yearly iſſuing out of All his Collieries, or Parts of Collieries and Coal-Mines, Seam and Seams of Coal, as well opened as not opened, and which could be wrought, obtained or gotten, ſituate, lying, and being within the Fields, Grounds, Territories, and Townſhips of *Crookbank*, *Colterby*, *Bryanſlepe*, *Crowcrook*, *Minlaton*, otherwiſe *Minlington*, *Tanfield*, *Thornley* and *Wickham*, and Pariſh of *Ryton*, and every, or any of them, or elſewhere, in the County of *Durham*, wherein he the ſaid *James Petty*, Eſq; commonly called Lord Viſcount *Dunkeron*, had any Eſtate of Freehold or Inheritance, Poſſeſſion, Reverſion, Remainder, or Expectancy: And the ſaid *Elizabeth Gipps*, otherwiſe *Elizabeth Davenant*, and the ſaid *James Petty*, her natural or reputed

Son, and their reſpective Aſſigns, **To have, hold**, and receive the ſaid Two Annuities, or yearly Rent Charges, reſpectively, from, and immediately after, the Deceaſe of the ſaid *James Petty* Eſq; commonly called Lord Viſcount *Dunkeron*, for, and during, the natural Lives of the ſaid *Elizabeth Gipps*, otherwiſe *Elizabeth Davenant*, and *James Petty* her natural or reputed Son, to be paid, and payable, to her the ſaid *Elizabeth Gipps*, and her Aſſigns, and unto him the ſaid *James Petty*, and his Aſſigns, at the Church-Porch of *Mary le Bow*, in *Cheapſide*, in the City of *London*, at the Two moſt uſual Feaſts, or Days of Payment, in the Year (that is to ſay) the Feaſt of the Annunciation of the Bleſſed Virgin *Mary*, and St. *Michael* the Arch-Angel, by even and equal Portions, without any Deduction for Taxes: The firſt Payment of each of the ſaid Annuities to begin on ſuch of the ſame Feaſts, or Days of Payment, as ſhould firſt or next happen after the Deceaſe of the ſaid *James Petty*, Eſq; commonly called Lord Viſcount *Dunkeron*, with Powers of Diſtreſs and Entry, for the better and more effectually ſecuring and recovering the ſaid Annuities, in Caſe of Non-Payment. In which Deed-Poll is reſerved a Power of Revocation to the ſaid *James Petty*, Eſq; commonly called Lord Viſcount *Dunkeron*, at any Time during his natural Life.

And whereas the ſaid *James Petty*, Eſq; commonly called Lord Viſcount *Dunkeron*, departed this Life without Iſſue, on, or about the Seventeenth Day of *September*, One Thouſand Seven Hundred and Fifty, without revoking the ſaid Annuities, or either of them; and upon his Death his ſaid Freehold Collieries and Coal-Mines, in the County of *Durham*, deſcended upon *Francis Thomas* Earl of *Kerry* and *Lixnaw*, in the ſaid Kingdom of *Ireland*, as his Heir at Law, charged and chargeable with the Payment of the ſaid Annuities.

And whereas by a Decree of the High Court of Chancery, dated the Fourteenth Day of *February*, One Thouſand Seven Hundred and Fifty-Four, made on the hearing of a certain Cauſe, wherein the ſaid *Elizabeth Davenant*, and *James Petty*, an Infant, by the ſaid *Elizabeth Davenant* his Mother and next Friend, were Plaintiffs, and the ſaid *Francis Thomas* Earl of *Kerry* and *Lixnaw*, by the Stile and Title of Earl of *Kerry*, an Infant, by *Robert* then Baron *Newport* of *Newport*, afterwards Lord Viſcount *Jocelyn*, of the Kingdom of *Ireland*, his Guardian, was Defendant; it was declared, that the Plaintiffs *Elizabeth Davenant* and *James Petty*, were well intitled under the ſaid Deed of the Eighth Day of *May*, One Thouſand Seven Hundred and Forty-nine, to have the Arrears and growing Payments of their Annuities made good, and paid out of all the Collieries and Coal-Mines, Seam and Seams of Coals, mentioned in the ſaid Deed, as well thoſe opened as thoſe unopened: And it was (among other Things) ordered and decreed, that it ſhould be referred to Mr. *Lane*, one of the Maſters of the ſaid Court, to take an Account of what was due to the ſaid Plaintiff *Elizabeth Davenant* for the Arrears of her Annuity of Five Hundred Pounds, and to the Plaintiff *James Petty* for the Arrears of his Annuity of Three Hundred Pounds; and the ſaid Maſter was alſo to take an Account of the Profits which had been raiſed by and out of the ſaid Mines ſince the Death of the late Lord Viſcount *Dunkeron*, come to the Hands

of

of the Defendant the Earl of *Kerry*, or any other Perſon by his Order, or for his Uſe: And it was ordered, that what ſhould be found due on the ſaid Account of Profits ariſen from the ſaid Mines ſhould be applied in Payment of the Arrears, and growing Payments of the Plaintiff *Elizabeth Davenant*'s Annuity of Five Hundred Pounds, and of the Plaintiff *James Petty*'s Annuity of Three Hundred Pounds.

And whereas the ſaid Maſter *Lane* certified by his Report of the Eleventh Day of *July*, One Thouſand Seven Hundred and Fifty-five, That he had proceeded to take an Account of what was due to the Plaintiff *Elizabeth Davenant* for the Arrears of her Annuity of Five Hundred Pounds, and to the Plaintiff *James Petty* for the Arrears of his Annuity of Three Hundred Pounds; and found that there was on the Fifth Day of *April*, One Thouſand Seven Hundred and Fifty-five, due to the ſaid Plaintiff *Elizabeth Davenant*, for five Years Arrears of the ſaid Annuity of Five Hundred Pounds, the Sum of Two Thouſand Five Hundred Pounds, and that Mr. *William Lake*, the Receiver of the Eſtate in Queſtion, had on the Thirty-firſt Day of *Auguſt*, One Thouſand Seven Hundred and Fifty-three, paid to the ſaid *Elizabeth Davenant*, purſuant to an Order, dated the Eleventh Day of *Auguſt*, One Thouſand Seven Hundred and Fifty-three, the Sum of Five Hundred Pounds, and on the Eleventh Day of *April*, One Thouſand Seven Hundred and Fifty-four; the ſaid Receiver alſo paid to the ſaid *Elizabeth Davenant* the further Sum of Five Hundred Pounds, in Part of, and on Account of her ſaid Annuity; which ſaid Sums of Five Hundred Pounds, and Five Hundred Pounds, amounting together to the Sum of One Thouſand Pounds, being deducted out of the ſaid Two Thouſand Five Hundred Pounds, there remained due to the ſaid *Elizabeth Davenant*, on the ſaid Fifth Day of *April*, One Thouſand Seven Hundred and Fifty-five, the Sum of Fifteen Hundred Pounds; and that on the ſaid Fifth Day of *April*, One Thouſand ſeven Hundred and Fifty-five, there was due to the ſaid Plaintiff *James Petty*, for Five Years Arrears of the ſaid Annuity of Three Hundred Pounds, the Sum of Fifteen Hundred Pounds: And the ſaid Maſter further certified, That he had proceeded to take an Account of the Profits which had been raiſed by and out of the Mines in the Decree mentioned, ſince the Death of the late Lord Viſcount *Dunkeron*, come to the Hands of the Defendant the Earl of *Kerry*, or any other Perſon by his Order, or for his Uſe; and that it did not appear to him that any Profits of the ſaid Mines had come to the Hands of the ſaid Defendant the Earl of *Kerry*, or to the Hands of any other Perſon by his Order, or for his Uſe; but it was admitted before him by the Solicitor for the ſaid *William Lake*, the Receiver of the ſaid Mines, that he, at two ſeveral Times, had received thereout the Sum of One Thouſand Two Hundred and Two Pounds Five Shillings, whereout being deducted the ſaid Sum of One Thouſand Pounds paid to the ſaid *Elizabeth Davenant* as aforeſaid, reduced the Balance remaining in his Hands to Two Hundred and Two Pounds Five Shillings.

And whereas by an Order in the ſaid Cauſe of the Eleventh Day of *December* One Thouſand Seven Hundred and Fifty-five, the Plaintiffs were left at Liberty to take ſuch Remedy as they ſhould be adviſed and think proper, for recovering the Arrears and growing Payments of their reſpective Annuities; and the Conſiderations how far the Plaintiffs might be intitled to Intereſt for any conſiderable Arrears of their reſpective Annuities that might at any Time remain unpaid, was reſerved.

And whereas by another Order in the ſaid Cauſe of the Eighth Day of *May* One Thouſand Seven Hundred and Fifty-ſix, the ſaid Maſter *Lane* was to carry on the ſubſequent Account of the Arrears, and growing Payments of the ſaid two Annuities, and compute Intereſt on the Arrears of One Thouſand Five Hundred Pounds, reported due to the Plaintiff *Elizabeth Davenant*, by the ſaid Maſter's Report, dated the Eleventh Day of *July* One Thouſand Seven Hundred and Fifty-five, from the Time the ſaid Report was abſolutely confirmed at the Rate of Four *per Cent. per Ann.* and likewiſe to compute Intereſt at the like Rate upon the Arrear of One Thouſand Five Hundred Pounds, reported due to the Plaintiff *James Petty*, by the ſaid Maſter's Report, from the End of Six Months after each Half yearly Payment of his Annuity accrued due; and as to the ſubſequent Arrears of both the ſaid Annuities already accrued, and likewiſe as to the growing Payments thereof, in caſe Default ſhould be made in ſatisfying the ſame reſpectively, was to compute Intereſt thereon after the Rate aforeſaid, from the End of Six Months after each Half Year's Payment of the ſaid Annuities reſpectively did become due, and ſhould become due for the future.

And whereas the ſaid Maſter *Lane* hath, by his farther Report of the Tenth Day of *Auguſt* One Thouſand Seven Hundred Fifty-ſix, certified that there was due to the Plaintiff *Elizabeth Davenant*, for Arrears of her Annuity to the Fifth Day of *April* One Thouſand Seven Hundred and Fifty-ſix, and for Intereſt thereof to the Tenth Day of *October* One Thouſand Seven Hundred and Fifty-ſix, as by the firſt Schedule to his Report, the Sum of Two Thouſand Seventy-ſeven Pounds Fifteen Shillings and Ten Pence; and that there was due to the Plaintiff, *James Petty*, for Arrears of his Annuity to the ſaid Fifth Day of *April* One Thouſand Seven Hundred and Fifty-ſix, and for Intereſt thereof to the ſaid Tenth Day of *October* One Thouſand Seven Hundred and Fifty ſix, as by the ſecond Schedule to his Report, the Sum of One Thouſand Nine Hundred and Ninety-eight Pounds.

And whereas it appears by the ſaid ſeveral Proceedings in the ſaid Suit, that the annual Profits of the ſaid Collieries and Coal-Mines in the County of *Durham*, charged with the ſaid Two Annuities, have not hitherto been ſufficient to keep down the ſame, and far leſs ſatisfy the Arrears now reported due with Intereſt, ſo that thoſe Arrears, together with the growing Payments of the ſaid Annuities and Intereſt, in default of Payment muſt remain a Charge upon the Inheritance, and become a very heavy Burden on the ſaid *Francis Thomas* Earl of *Kerry* and *Lixnaw*, unleſs ſome other Method be pro-

provided for the Diſcharge thereof; and the ſaid Sir *Maurice Croſbie*, who ſince the Death of the ſaid Lord Viſcount *Jocelyn*, hath been appointed Guardian of the Perſon and Eſtate of the ſaid *Francis Thomas*, Earl of *Kerry* and *Lixnaw*, a Minor, of the Age of Seventeen Years or thereabouts, conceives that it will be for the Benefit of the ſaid Minor, that ſuch Part of his Perſonal Eſtate as is now, or may hereafter come to the Hands of the ſaid Sir *Maurice Croſbie*, ſhould be applied in Diſcharge of the ſaid Annuities, and is willing ſo to apply the ſame, but cannot ſafely do it without the Aid and Aſſiſtance of an Act of Parliament for his Indemnity.

Therefore, and to the End that the Arrears of the ſaid Two Annuities, together with the Intereſt already incurred thereon, and alſo the growing Payments of the ſaid Annuities may be the more eaſily and ſpeedily paid and ſatisfied, Your Majeſty's moſt dutiful and loyal Subjects, the ſaid *Francis Thomas*, Earl of *Kerry* and *Lixnaw*, and Sir *Maurice Crosbie*, his Guardian,

Do Humbly beſeech Your Moſt Excellent MAJESTY,

That it may be Enacted, and **Be it Enacted** by the King's Moſt Excellent Majeſty, by and with the Conſent of the Lords Spiritual and Temporal and Commons, in this preſent Parliament aſſembled, and by the Authority of the ſame, That it ſhall and may be lawful to and for the ſaid Sir *Maurice Croſbie*, to pay and apply ſuch Part of the Perſonal Eſtate of the ſaid *Francis Thomas*, Earl of *Kerry* and *Lixnaw*, as is now in the Hands, or which may hereafter come to the Hands of him the ſaid Sir *Maurice Crosbie*, towards Satisfaction and Diſcharge of the Arrears of the ſaid Two Annuities, and the Intereſt reported due for the ſame, and the growing Payments thereof as they ſhall become due: And that the ſaid Sir *Maurice Crosbie* ſhall, for ſo doing, be hereby abſolutely indemnified againſt the ſaid *Francis Thomas*, Earl of *Kerry* and *Lixnaw*, and all Perſons claiming by, from, or under him; and that notwithſtanding any Defect of Title (ſhould ſuch ever appear) in the ſaid *James Petty*, commonly called Lord Viſcount *Dunkeron*, to the ſaid Collieries and Coal Mines, whereby the ſame might be evicted; and notwithſtanding any other Objection that might hereafter be made to his Power of charging the ſaid Premiſes.

Provided that nothing herein contained ſhall affect the ſaid *Francis Thomas*, Earl of *Kerry* and *Lixnaw*'s Right to diſpoſe, by Will, of his Perſonal Eſtate at ſuch Age as the Law allows, or prejudice the Right of his Perſonal Repreſentatives, in caſe the ſaid Earl ſhall die inteſtate before he attains his Age of Twenty-one Years; but the ſaid Collieries and Coal-Mines in the County of *Durham*, as well opened as unopened, liable to the Payment of the ſaid Annuities, ſhall, by Virtue of this Act, be charged with, and ſtand as a Security for making good to ſuch the ſaid Earl's Deviſees; and in default thereof to his Perſonal Repreſentatives, all Sums that ſhall have been applied by the ſaid Sir *Maurice Crosbie* out of the Perſonal Eſtate of the ſaid *Francis Thomas*, Earl of *Kerry* and *Lixnaw*, towards Satisfaction and Diſcharge of the Arrears of the ſaid Two Annuities, and the Intereſt reported due for the ſame, and the growing Payments thereof.

Saving

Saving always to the King's Moſt Excellent Majeſty, his Heirs and Succeſſors, and to all and every other Perſon and Perſons, Bodies Politick and Corporate, and their reſpective Heirs and Succeſſors, Executors and Adminiſtrators, (other than and except the ſaid *Francis Thomas*, Earl of *Kerry* and *Lixnaw*, his Executors and Adminiſtrators, and all and every other Perſon and Perſons who may hereafter claim, or be intitled to the Perſonal Eſtate of the ſaid *Francis Thomas*, Earl of *Kerry* and *Lixnaw*, in caſe he ſhall die inteſtate before he attains his Age of Twenty-one Years) all ſuch Eſtate, Right, Title, Intereſt, Claim and Demand whatſoever, into or out of the Perſonal Eſtate of the ſaid *Francis Thomas*, Earl of *Kerry* and *Lixnaw*, which ſhall, by Virtue of this Act, be paid and applied as aforeſaid, as they or any of them had before the paſſing of this Act, or ſhould or might have had in caſe the ſame had never been made, any thing herein before contained to the contrary thereof, in any wiſe, notwithſtanding.

A N

A C T

T O

Enable Sir *Maurice Croſbie*, Knight, to diſcharge an Incumbrance on certain Collieries and Coal-Mines in the County of *Durham*, Part of the Eſtate of *Francis Thomas*, Earl of *Kerry* and *Lixnaw* in the Kingdom of *Ireland*, a Minor.

K Great Brit. — George II

[1]

No 15

12

31 Geo II — c. 15 —

An ACT *for Carrying into Execution ſeveral Contracts made by, or on behalf of,* James *late Lord* Bulkeley, *in the Kingdom of* Ireland, *in his Life-time, for the Sale of ſeveral Lands and Tenements in the County of* Angleſey; *and for Applying the Purchaſe-money to diſcharge Incumbrances affecting the ſame.*

WHEREAS by Indentures of Leaſe and Releaſe, bearing Date the Fourth and Fifth Days of *January* One thouſand Seven hundred and Thirty-one, the Releaſe being Tripartite, and made, or mentioned to be made, between the Right Honourable *Richard* Lord *Bulkeley*, Viſcount *Caſhells*, in the Kingdom of *Ireland*, of the Firſt Part; *John Griffith*, of *Llanddyfnan*, in the County of *Angleſey*, Eſquire, and *Randle Jones*, of *Pen y Bryn*, in the County of *Denbigh*, Gentleman, of the Second Part; and Sir *William Williams*, of *Llanvorda*, in the County of *Salop*, Baronet, of the Third Part; All that the Manor or Lordſhip, or reputed Manor or Lordſhip, of *Penmynydd*, in the County of *Angleſey*, with all its Rights, Members, and Appurtenances; and alſo all that capital Meſſuage ſituate, lying, and being, in the Pariſh of *Penmynydd*, in the ſaid County of *Angleſey*, commonly called or known by the Name of *Penmynydd Hall*, with the Demeſne and other Lands thereunto belonging; and all other the Meſſuages, Lands, Tenements, Mills, Rents, and Hereditaments, with the Appurtenances, of him the ſaid *Richard* Lord *Bulkeley*, whereof he is ſeiſed, of any Eſtate of Freehold or Inheritance, in Poſſeſſion, Reverſion, Remainder, or otherwiſe, ſituate, lying, and being, in the ſeveral Pariſhes of *Llanidan*, *Llangeinwen*, *Rhoſcolyn*, *Llannerchmedd*, *Trewalchmau*, *Hen*, *Eglwys*, *Llanedwen*, *Llanvairbach*, *Llanbeder*, *Newborough*, *Llanvwrog*, *Llanrhyddlad*, *Llangefni*, *Llanddaniel*, *Fab*, *Penmynydd*, *Llanvachraeth*, and *Penrhoſe-Bodavon*, in the ſaid County of *Angleſey*; and alſo all thoſe ſeveral and reſpective Meſſuages, Lands, Tenements, Mills, Rents, Tythes, and Hereditaments, of the ſaid *Richard* Lord *Bulkeley*, with the Appurtenances, ſituate and lying in the ſaid County of *Angleſey*, in the Firſt Schedule thereunto annexed particularly mentioned and deſcribed to be lying in the ſeveral Pariſhes of *Llanddyfnan*, *Llangriſtio'ys*, *Kerrigkeinwen*, *Llanllibio*, *Llanynghenedle*, *Llanddeuſaint*, *Llanbeder*, *Llanvairmathavern*

thavern eitha, *Llangoed*, *Penmon*, and *Llangwillog*, therein mentioned; and alſo divers Meſſuages, Lands, Tenements, and Hereditaments, in the County of *Carnarvon*, in the ſaid Firſt Schedule thereunto annexed particularly mentioned and deſcribed; were, amongſt other Lands and Hereditaments therein mentioned and deſcribed, limited, conveyed, and aſſured, unto, and to the Uſe of, the ſaid *John Griffith* and *Randle Jones*, and their Heirs, in Truſt, by Sale or Mortgage of the Premiſes in the ſeveral Counties of *Angleſey* and *Carnarvon*, mentioned in the Firſt Schedule thereto annexed; and by and with the Rents and Profits, until ſuch Sale or Mortgage ſhould be made, levy and raiſe ſuch Sum and Sums of Money as ſhould be ſufficient to pay the ſeveral Debts and Sums of Money due and owing from and by the ſaid *Richard* Lord *Bulkeley*, mentioned and expreſſed in the Second Schedule thereunto annexed, amounting to the Sum of Forty thouſand Pounds and upwards, with lawful Intereſt for ſuch of the ſaid Debts as ought to be paid with Intereſt; and alſo to pay ſuch of the ſaid Debts, in the Firſt place, as were charged upon, or did then affect, the Premiſes thereby conveyed, or intended ſo to be, or any other the Lands or Hereditaments of Inheritance, then, or then late, of the ſaid *Richard* Lord *Bulkeley*, and the Reſidue of the ſaid Debts, in ſuch Manner and Method as to them the ſaid *John Griffith* and *Randle Jones*, or the Survivor of them, and his Heirs, ſhould ſeem juſt, with ſuch Intereſt as aforeſaid; and that in caſe any Surpluſage or Overplus ſhould remain (of the ſaid Monies to be raiſed as aforeſaid), after and over and above the Payment of the Debts, and neceſſary Expences of the ſaid Truſtees concerning the ſaid Truſt, then ſuch Surpluſage or Overplus ſhould be forthwith paid to the ſaid *Richard* Lord *Bulkeley*, or to ſuch other Perſon or Perſons as he, in or by his laſt Will and Teſtament in Writing, ſigned, ſealed, and publiſhed by him, in the Preſence of Three or more credible Witneſſes, or by any other Writing under his Hand and Seal, teſtified as aforeſaid, ſhould direct and appoint; and, for want of ſuch Direction and Appointment, to ſuch Perſon as, upon his Death, would have been intitled to the Inheritance of the ſaid Premiſes thereby conveyed, in caſe the ſaid Indenture Tripartite had not been made; and upon further Truſt, that, in caſe any Part of the Premiſes thereby conveyed, or mentioned or intended ſo to be, ſhould remain unſold after Payment or Satisfaction of the ſaid Debts, Intereſt, Coſts, and Expences, as aforeſaid, then the ſaid Truſtees, and the Survivor of them, and his Heirs, ſhould, at the Requeſt, Coſts, and Charges, of the ſaid *Richard* Lord *Bulkeley*, or his Heirs, convey and aſſure all and ſingular the ſaid Premiſes thereby conveyed, which ſhould ſo remain unſold as aforeſaid, unto the ſaid *Richard* Lord *Bulkeley*, his Heirs and Aſſigns:

And whereas the ſaid *Richard* Lord *Bulkeley* made his laſt Will and Teſtament in Writing, bearing Date the Twenty-third Day of *January* One thouſand Seven hundred and Thirty-eight, and thereby gave all his Goods, Chattels, and perſonal Eſtate, unto his Brother *James Bulkeley*, Eſquire, afterwards Lord *Bulkeley*, upon Truſt, by Mortgage or Sale thereof, or any Part thereof, to pay off and diſcharge all his juſt Debts due by ſimple Contracts, or Specialties, entered into ſubſequent to his Intermarriage; and he gave all the Reſidue of his perſonal Eſtate unto his Brother *James Bulkeley*, and made him ſole Executor of his ſaid Will, and died ſoon after making his Will, without Iſſue, and the Truſt, Property, and beneficial Intereſt, of and in the Manors, Lands, Hereditaments, and real Eſtate, ſo conveyed by the ſaid Deed of Truſt, ſubject to the Charge thereby created for Payment of the ſaid Debts and Incumbrances, did devolve upon, veſt in, and reſult unto, the ſaid *James* afterwards Viſcount *Bulkeley*, as only Brother and Heir at Law of the ſaid *Richard* late Viſcount *Bulkeley*, and the ſaid *James*, afterwards Lord *Bulkeley*, duly proved the ſaid Will in the Prerogative Court of *Canterbury*:

And whereas by a Decree, or Decretal Order, of the High Court of Chancery, made on the Firſt Day of *March* One thouſand Seven hundred and Forty-five,

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in a Cauſe wherein *John Jones*, and others, on behalf of themſelves, and all others, the unſatisfied Creditors of the laſt-named *Richard* Lord *Bulkeley*, were Plaintiffs, and the ſaid *James* Lord *Bulkeley*, *John Griffith*, *Randle Jones*, *Edward Williams*, Eſquire, and *Jane* his Wife, commonly called Lady *Bulkeley*, and *Jane Williams*, an Infant, by her Guardian, Defendants; after taking Notice of the ſaid Indentures of the Fourth and Fifth Days of *January* One thouſand Seven hundred and Thirty-one, and Recoveries thereupon ſuffered; and that the Truſtees had ſold a conſiderable Part of the ſaid Truſt Premiſes, and had diſcharged ſome of the Schedule Debts; and that a conſiderable Part of the ſaid Truſt Eſtate was ſtill unſold, and many of the Debts remained unſatisfied; it was, amongſt other things, ordered and decreed, That Maſter *Spicer*, One of the Maſters of the ſaid Court of Chancery, ſhould take an Account of the perſonal Eſtate of the ſaid *Richard* late Lord *Bulkeley* come to the Hands of the Defendant *James* Lord *Bulkeley*, or of any other Perſon by his Order, or for his Uſe; and that ſuch perſonal Eſtate ſhould be applied in Payment of the Debts of the ſaid *Richard* late Lord *Bulkeley*, in a Courſe of Adminiſtration; and if the ſame ſhould not be ſufficient to pay the ſaid Debts, then the ſaid Maſter was to take an Account of the Rents and Profits of the real Eſtate of the ſaid *Richard* late Lord *Bulkeley*, compriſed in the ſaid Deed of the Fifth Day of *January* One thouſand Seven hundred and Thirty-one, which had been received by the ſaid Defendants *Griffith* and *Jones*; and alſo of what they had raiſed by Sale of any Part thereof; and the ſaid Rents and Profits, and Money raiſed by ſuch Sale, were to be applied, in the Firſt place, in keeping down the Intereſt of the Debts compriſed in the Schedule to the ſaid Deed of Truſt, and then in ſinking the Principal thereof; and that if, after Application thereof, any of the ſaid Schedule Debts ſhould remain unſatisfied, then it was ordered, that a ſufficient Part of the ſaid Truſt Eſtate, compriſed in the ſaid Deed of the Fifth Day of *January* One thouſand Seven hundred and Thirty-one, remaining unſold, ſhould be ſold to the beſt Purchaſer or Purchaſers that could be got for the ſame, with the Approbation of the ſaid Maſter; and that all proper Parties were to join therein; and the Money ariſing by ſuch Sale was to be applied in Payment of the Schedule Creditors, of what ſhould be remaining due of their reſpective Debts as aforeſaid; and if there ſhould be any Surplus of the Money to be raiſed by ſuch Sale, or if any Part of the Truſt Eſtate ſhould remain unſold after Payment of the ſaid Schedule Debts, then ſuch Surplus was to be paid to the ſaid *James* Lord *Bulkeley*, and his Heirs:

And whereas, purſuant to the ſaid Decree, or Decretal Order, of the ſaid Court of Chancery, the ſaid Truſt Eſtate was put up to Sale before Maſter *Spicer*, One of the Maſters of the ſaid Court, and, by his Report, bearing Date the Twenty-fourth Day of *March* One thouſand Seven hundred and Forty-ſix, and which was afterwards duly confirmed by Order of the ſaid Court, the ſaid *James* Lord *Bulkeley* was reported, and allowed, the beſt Purchaſer of the ſeveral Eſtates and Premiſes in the ſaid Counties of *Angleſey*, *Carnarvon*, *Cheſter*, and *Lancaſter*, decreed to be ſold as aforeſaid, at the Price of Forty thouſand Pounds; but no Conveyance was thereafter made of the ſame Premiſes, or any Part thereof, unto, or to the Uſe of, or in Truſt for, the ſaid *James* Lord *Bulkeley*:

And whereas the ſaid *James* late Lord *Bulkeley* did alſo, in his Life time, contract and agree with the Perſons mentioned in the Schedule hereunto annexed, for the Sale of the Inheritance of divers Farms, Lands, Tenements, and Hereditaments, in the ſaid County of *Angleſey*, at and for the ſeveral Prices and Sums of Money mentioned and ſpecified in the ſaid Schedule, amounting together to the ſaid Sum of Thirteen thouſand Nine hundred and Thirty-four Pounds Nine Shillings and Two Pence:

And whereas, after the ſigning the ſaid Contracts ſo entered into by the ſaid *James* late Lord *Bulkeley*, but before any actual Sale or Conveyance was made of

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any of the Lands and Tenements ſo contracted for, the ſaid *James* Lord *Bulkeley* died inteſtate, leaving the Right Honourable *Emma*, now Viſcounteſs Dowager *Bulkeley*, his Widow, enſient with a Son, afterwards born, now the Right Honourable *Thomas James* Lord *Bulkeley*, who is an Infant under the Age of Six Years:

And whereas a great many of the Debts and Incumbrances, ſo appointed by the ſaid Deed of Truſt and Decree, amounting to Twenty thouſand Pounds and upwards, do ſtill remain due and unſatisfied, and the ſaid *James* Viſcount *Bulkeley* did alſo contract ſeveral Debts, which are a Charge or Lien upon the ſaid Truſt Eſtate ſo devolved upon and reſulting to him, as aforeſaid, and do now remain due and unpaid:

And whereas it would be greatly for the Benefit of the ſaid *Thomas James* Lord *Bulkeley*, and all other Perſons claiming under him, that the Debts and Incumbrances ſo affecting the ſaid Truſt Eſtate, and which carry, and are attended with, a high Rate of Intereſt, ſhould be paid off and diſcharged; **But** as there is no Means of ſatisfying the ſaid Incumbrances, unleſs by Sale of Part of his real Eſtate, the ſaid *Emma* Lady *Bulkeley*, out of her great Regard for the ſaid now Lord *Bulkeley*, her infant Son, is very deſirous that the ſaid Contracts ſhould be ſpeedily completed, and carried into Execution, and the Money ariſing therefrom, and produced thereby, applied in diſcharging the ſaid Debts and Incumbrances, as far as the ſame will extend or be ſufficient for that Purpoſe; and that the reſt of the ſaid Truſt Eſtate be veſted in the Truſtees herein after-named, in Truſt, by proper and ſpeedy Ways and Means for clearing and paying off the Debts and Incumbrances which any-ways affect the ſaid Truſt Eſtate as aforeſaid, and ſubject thereto, in Truſt for, and for the Benefit of, the ſaid *Thomas James* Lord *Bulkeley*, the Infant:

And whereas the ſeveral Perſons, who contracted for the Purchaſe of the Meſſuages, Farms, Lands, Tenements, and Hereditaments, in the ſaid County of *Angleſey*, are willing that the ſame ſhould be completed and carried into Execution, and to pay the ſeveral Sums of Money (being their reſpective Conſideration), in the ſaid Schedule hereto annexed mentioned, and Intereſt for the ſame, at the Rate of Four Pounds *per Centum*, from the reſpective Times they came into the Poſſeſſion of the Lands and Tenements ſo by them reſpectively purchaſed or contracted for; and the ſaid *Emma* Viſcounteſs *Bulkeley* is ſatisfied that the ſame would tend greatly to the Advantage of her Son the ſaid *Thomas James* Lord *Bulkeley*, the Infant; **But** as the ſame cannot, by reaſon of, and during the Minority of, the ſaid *Thomas James* Lord *Bulkeley*, be effected without the Aid and Aſſiſtance of an Act of Parliament:

Therefore Your MAJESTY's moſt Dutiful and Loyal Subjects, the ſaid *Emma* Lady Viſcounteſs *Bulkeley*, for herſelf, and on the Behalf of her Infant Son the ſaid *Thomas James* Lord Viſcount *Bulkeley*, and alſo the ſaid Perſons herein before named, Contractors for the Purchaſe of the Meſſuages, Farms, Lands, Rents, Hereditaments, and Premiſes, in the ſaid County of *Angleſey*, as aforeſaid,

Do moſt humbly beſeech Your MAJESTY,

That it may be **Enacted; And be it Enacted**, by the KING's moſt Excellent MAJESTY, by and with the Advice and Conſent of the Lords Spiritual and Temporal, and Commons, in this preſent Parliament aſſembled, and by the Authority of the ſame, That all and every the Manors, Meſſuages, Farms, Lands, Tenements, Rents, Hereditaments, and Premiſes, late the Eſtate and Inheritance of the ſaid *Richard* late Lord *Bulkeley*, ſituate, lying, and being, in the ſaid ſeveral Counties of *Angleſey* and *Carnarvon*, which, in and by the ſaid Indentures

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of Leaſe and Releaſe herein firſt recited, were conveyed and aſſured to the ſaid Truſtees, and their Heirs, in Truſt, to be ſold, and of which the ſaid *James* late Lord *Bulkeley* was reported the beſt Purchaſer, and the Fee-ſimple and Inheritance thereof, and all Houſes, Outhouſes, Edifices, Buildings, Barns, Stables, Yards, Gardens, Orchards, Lands, Meadows, Paſtures, Fields, Cloſes, and Parcels of Lands, Ways, Waters, Watercourſes, Hedges, Ditches, Mounds, Fences, Trees, Woods, Underwoods, Commons, Common of Paſture, and Turbary Rights, Eaſements, Profits, Privileges, and Appurtenances whatſoever, to the ſaid Meſſuages, Farms, Lands, Tenements, Rents, Hereditaments, and Premiſes, belonging or in any-wiſe appertaining, or therewith or with any Part thereof uſed, held, occupied, or enjoyed, or accepted, reputed, taken, or known, as Part, Parcel, or Member thereof, or of any Part thereof, and the Reverſion and Reverſions, Remainder and Remainders, Rents, Iſſues, and Profits, of the ſame Premiſes, ſhall, from and after the Firſt Day of *May* One thouſand Seven hundred and Fifty-eight, be veſted in, and ſettled upon, and the ſame are hereby veſted in, and ſettled upon, the ſaid *Emma* Lady Dowager *Bulkeley*, and *Richard Price*, of *Vaynol*, in the County of *Flint*, Eſquire, their Heirs and Aſſigns, to the Uſe of the ſaid *Emma* Lady *Bulkeley* and *Richard Price*, their Heirs and Aſſigns for ever, freed and diſcharged, and abſolutely exempted, acquitted, exonerated, and indemnified, of, from, and againſt, all Eſtates, Uſes, Truſts, Powers, Proviſoes, and Limitations, in and by the ſaid Deed of Truſt herein before-mentioned or recited, limited and expreſſed, provided and declared, of and concerning the ſame Premiſes, or any Part thereof, upon the Truſts and for the Purpoſes herein after-mentioned; that is to ſay, As to, for, and concerning, ſuch Part of the ſame Premiſes as were contracted and agreed to be ſold by the ſaid *James* Lord *Bulkeley* to the ſeveral Perſons, and for the ſeveral Sums of Money, mentioned and ſpecified in the ſaid Schedule hereunto annexed, with their and every of their Appurtenances, upon Truſt, that they the ſaid *Emma* Lady *Bulkeley* and *Richard Price*, and the Survivor of them, or the Heirs of ſuch Survivor, ſhall and may, and they are hereby authorized and impowered, upon Payment to him or them of the ſeveral Sums of Money agreed to be paid as the Conſideration or Purchaſe Money for the Premiſes ſo contracted for reſpectively, together with ſuch Intereſt for the ſame as aforeſaid, to grant, bargain, ſell, releaſe, and convey, the ſeveral Meſſuages, Lands, Tenements, Rents, Hereditaments, and Premiſes, ſo contracted to be ſold as aforeſaid, with their and every of their Rights, Members, and Appurtenances, and the Fee-ſimple and Inheritance thereof, unto and to the Uſe of the ſeveral Perſons who contracted for, and agreed to become Purchaſers thereof reſpectively, and their reſpective Heirs and Aſſigns, or to and for the Uſe of ſuch Perſon and Perſons, and for ſuch Eſtate and Eſtates, and in ſuch Manner, as the ſaid reſpective Purchaſers, their reſpective Heirs or Aſſigns, ſhall reſpectively nominate or appoint.

And it is hereby further Enacted and Declared, by the Authority aforeſaid, That in caſe any Perſon or Perſons, who hath or have contracted for the Purchaſe of any of the Meſſuages, Lands, Tenements, or Hereditaments, as aforeſaid, ſhall happen to be dead before his, her, or their, reſpective Purchaſe or Purchaſes ſhall be completed, leaving an Infant Heir, that then, and in ſuch Caſe, it ſhall and may be lawful for the ſaid *Emma* Lady *Bulkeley* and *Richard Price*, or the Survivor of them, or the Heirs of ſuch Survivor, on Payment of the Money contracted and agreed to be paid for ſuch Purchaſe or Purchaſes, with Intereſt as aforeſaid, by or with the Conſent of the Guardian or Guardians of ſuch Infant Heir or Heirs, to convey the Premiſes, contracted for by the Perſon or Perſons ſo dead, unto ſuch Infant Heir or Heirs, in Fee-ſimple, or to the Uſe of any Perſon or Perſons who, by and with ſuch Conſent as aforeſaid, ſhall advance and lend the Money agreed to be paid for ſuch Purchaſe or Purchaſes, or any Part thereof, for any Term or Number of Years, by way of Mortgage, for ſecuring

the Re-payment thereof with Intereſt; and, ſubject thereto, to the Uſe of ſuch Infant Heir or Heirs, his, her, or their, Heirs or Aſſigns.

And it is hereby further Enacted and Declared, by the Authority aforeſaid, That in caſe any Perſon or Perſons, who have or hath contracted or agreed for the Purchaſe of the ſaid Premiſes, or any Part thereof, his, her, or their, Heirs or Aſſigns, upon Notice in Writing to him, her, or them, given and delivered by or on the Behalf, and in the Name or Names, of the ſaid Truſtees, or the Survivor of them, or his Heirs, requiring ſuch Perſon or Perſons to pay his, her, or their Purchaſe-money, with ſuch Intereſt as aforeſaid, at a certain Time and Place to be ſpecified in ſuch Notice (ſuch Time to be One Month, at the leaſt, from and after the Giving and Delivery of ſuch Notice as aforeſaid) ſhall refuſe or neglect to pay ſuch Purchaſe-money, with ſuch Intereſt as aforeſaid, according to ſuch Notice; then, and in ſuch Caſe, that the ſaid Contract or Contracts of ſuch Perſon or Perſons ſo refuſing or neglecting to make ſuch Payment as aforeſaid, ſhall thereupon ceaſe and be void; and that in ſuch Caſe, it ſhall and may be lawful to and for the ſaid *Emma* Lady *Bulkeley* and *Richard Price*, or the Survivor of them, or the Heirs of ſuch Survivor, and he and they are hereby authorized or impowered to ſell and diſpoſe of the Premiſes compriſed in ſuch Contracts, and for which ſuch Payment ſhall be refuſed or neglected to be made as aforeſaid, either together or in Parcels, unto any Perſon or Perſons who ſhall be willing to become Purchaſer or Purchaſers thereof, or of any Part or Parts thereof, for the moſt Money, and beſt Price or Prices, that he and they can get for the ſame reſpectively; and upon Payment to him and them, by ſuch Purchaſer and Purchaſers reſpectively, of their reſpective Purchaſe-monies, to grant, bargain, ſell, convey, and aſſure, the ſaid Manors, Meſſuages, Lands, Hereditaments, and Premiſes, ſo to be purchaſed, unto and to the Uſe of ſuch Purchaſer or Purchaſers reſpectively, to his, her, and their Heirs and Aſſigns, or to and for the Uſe of ſuch Perſon or Perſons, and for ſuch Eſtate and Eſtates, and in ſuch Manner, as ſuch Purchaſer or Purchaſers ſhall in that behalf nominate, order, direct, or appoint.

And it is hereby further Enacted, That the ſaid *Emma* Lady *Bulkeley* and *Richard Price*, and the Survivor of them, and the Heirs of ſuch Survivor, do and ſhall apply and diſpoſe of all and every the Sum and Sums of Money to ariſe or be paid to them upon or in Conſideration of the Conveyances and Aſſurances to be made of the ſaid Premiſes, or any Part thereof, in purſuance of this Act, in Manner and for the Purpoſes herein after-mentioned; that is to ſay, In the Firſt place, for the paying, defraying, and diſcharging, the Coſts, Charges, and Expences, attending the obtaining and paſſing this preſent Act; and, in the next place, in the paying and diſcharging the Debts and Incumbrances of the ſaid *Richard* Lord *Bulkeley*, mentioned and compriſed in the ſaid Second Schedule, to the ſaid Deed of Truſt annexed, with Intereſt for ſuch as ought to carry Intereſt; and, in the next place, in paying and diſcharging all other Debts of the ſaid *Richard* Lord *Bulkeley* ſubſequent to the ſaid Deed of Truſt, and which anyways affect the ſaid Truſt Eſtate; and, in the next place, in paying and diſchargeing the Debts contracted by the ſaid *James* Lord *Bulkeley*, which are a Charge or Lien upon the ſaid Truſt Eſtate, ſo far as the Money ariſing by ſuch Sale or Sales will extend to pay, or be ſufficient for that Purpoſe.

And it is hereby further Enacted and Declared, by the Authority aforeſaid, That the ſaid *Emma* Lady *Bulkeley* and *Richard Price*, and the Survivor of them, and the Heirs of ſuch Survivor, ſhall ſtand and be ſeiſed of ſuch Part of the ſaid Manors, Meſſuages, Farms, Lands, Tenements, Hereditaments, and Premiſes, hereby veſted in them as aforeſaid, as are not herein before directed to be ſold and conveyed in Manner and for the Purpoſes aforeſaid, with their and

every

every of their Rights, Members, and Appurtenances, upon Truſt, by Sale or Mortgage of the ſame Manors and Premiſes, or of a competent Part thereof, to raiſe and levy ſuch Sum and Sums of Money as ſhall be ſufficient to anſwer, pay, and ſatisfy, ſo much and ſuch Part of the ſaid Debts and Incumbrances of the ſaid *Richard* Lord *Bulkeley* and *James* late Lord *Bulkeley* reſpectively, as the Money to ariſe by Sale or Sales of the ſaid Premiſes, which were ſo contracted and agreed to be ſold by the ſaid *James* Lord *Bulkeley* as aforeſaid, ſhall fall ſhort or be deficient to ſatisfy and pay; and ſhall and do apply and diſpoſe of the Money to be raiſed by ſuch Sale or Mortgage, as aforeſaid, in Payment and Satisfaction of ſuch Debts and Incumbrances accordingly; and alſo upon Truſt, that they the ſaid *Emma* Lady *Bulkeley* and *Richard Price*, or the Survivor of them, or the Heirs of ſuch Survivor, ſhall convey and aſſure ſo much and ſuch Part of the Manors, Meſſuages, Farms, Lands, Tenements, Hereditaments, and Premiſes, hereby veſted in them as aforeſaid, as ſhall not have been ſold purſuant hereto, and the Equity of Redemption of ſuch Part and Parts of the ſame Manors, Meſſuages, Farms, Lands, Hereditaments, and Premiſes, as ſhall have been mortgaged, in purſuance of this Act, unto, and to the Uſe and for the Benefit of, the ſaid *Thomas James* Lord *Bulkeley* the Infant, his Heirs and Aſſigns for ever.

And it is hereby further Enacted and Declared, That in the mean time, and until ſuch Sales, Conveyances, or Mortgages, ſhall be reſpectively made in purſuance of this Act, the ſaid *Emma* Lady *Bulkeley* and *Richard Price*, and their Heirs, ſhall and do apply and diſpoſe of the Rents, Iſſues, and Profits, of the Premiſes hereby reſpectively veſted in them as aforeſaid, for and towards Payment and Satisfaction of ſuch Debts and Incumbrances, as aforeſaid, and ſubject thereto, ſhall permit the ſame Rents and Profits to be had, received, and taken, by ſuch Perſon or Perſons as ſhould or ought, or were intitled to receive the ſame before the paſſing this Act.

And it is hereby Enacted and Declared, That the Receipt and Receipts of the ſaid *Emma* Lady *Bulkeley* and *Richard Price*, or the Survivor of them, or the Heirs of ſuch Survivor, under their, his, or her, Hands or Hand reſpectively, ſhall be a ſufficient Diſcharge to the ſaid reſpective Purchaſer or Purchaſers, Mortgagee or Mortgagees, of the Premiſes hereby reſpectively directed to be ſold or mortgaged as aforeſaid, or any Part thereof, his, her, and their Heirs, Executors, and Adminiſtrators, for ſo much of the ſaid Purchaſe-money or Mortgage-money for which ſuch Receipt or Receipts ſhall be given; and, after ſuch Receipt or Receipts, ſuch Purchaſer and Purchaſers, Mortgagee and Mortgagees, reſpectively, ſhall be, and he, ſhe, and they, reſpectively, are hereby abſolutely acquitted and diſcharged of and from the ſame; and ſhall not be anſwerable or accountable for any Loſs, Miſapplication, or Nonapplication, of the ſaid Purchaſe-money, or any Part thereof.

And it is hereby further Enacted and Declared, That the ſaid *Emma* Lady *Bulkeley* and *Richard Price* ſhall not, nor ſhall either of them, or the Heirs, Executors, or Adminiſtrators, of either of them, be anſwerable or accountable for any Money to be received by virtue of or under the Truſt hereby in them repoſed, any otherwiſe than each Perſon for ſuch Sum and Sums of Money as he or they ſhall reſpectively actually receive; and that no One of them ſhall be anſwerable or accountable for the Acts, Receipts, Neglects, or Defaults, of the other of them; and alſo that they the ſaid *Emma* Lady *Bulkeley* and *Richard Price*, their Heirs, Executors, and Adminiſtrators, ſhall and may, out of the Rents and Profits of the Premiſes hereby veſted in them as aforeſaid, or out of the Money ariſing by Sale thereof, retain to and reimburſe themſelves all Coſts, Charges, Damages, and Expences, that they reſpectively ſhall or may ſuſtain, or be put unto, in and about the Execution of the Truſts hereby in them repoſed.

Saving always to the KING's moſt Excellent MAJESTY, his Heirs and Succeſſors (Other than and except the ſaid *Thomas James* Lord *Bulkeley* the Infant, his Heirs, Executors, Adminiſtrators, and Aſſigns, and the Heirs, Executors, Adminiſtrators, and Aſſigns, of the ſaid *James* late Lord *Bulkeley* his Father, and all and every other Perſon and Perſons claiming or to claim any Eſtate, Uſe, Truſt, Right, Property, Benefit, or Intereſt, of, in, to, or out of, the Manors, Meſſuages, Farms, Lands, Tenements, Hereditaments, and Premiſes, veſted by this Act, or any Part thereof, by virtue of or under the ſaid Indentures of Leaſe and Releaſe of the Fourth and Fifth Days of *January* One thouſand Seven hundred and Thirty-one herein firſt recited); All ſuch Eſtate, Right, Title, Intereſt, Claims, and Demands whatſoever, of, in, to, or out of, the ſaid Premiſes hereby veſted as aforeſaid, every or any Part thereof, as they, every or any of them reſpectively, had before the paſſing this Act, or could or might have had in caſe this Act had not been made.

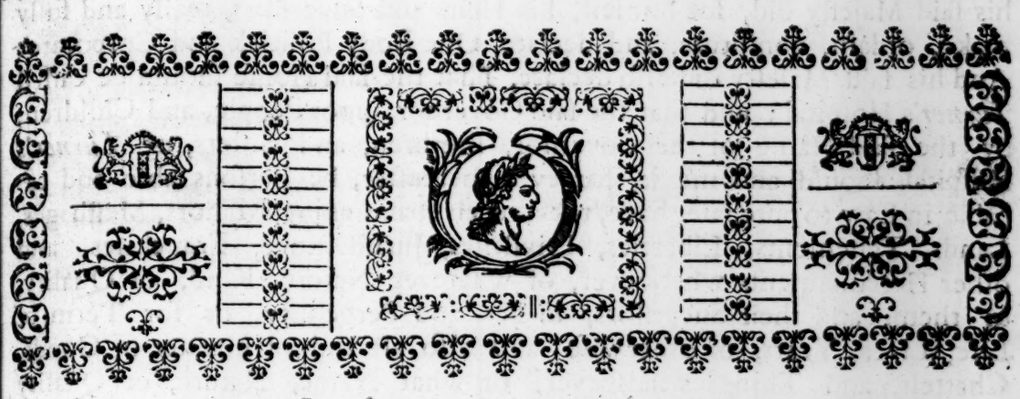
A SCHEDULE, referred to by the foregoing Act.

	l.	*s.*	*d.*
Sir *William Irby*, Bart.	5,005	12	6
Paul Panton, Eſq; in the place of *Wm. Jones*, Eſq;	2,561	5	0
Hugh Hughes, Eſq;	907	10	0
Wm. Williams, Eſq;	1,387	10	0
Ditto for the Heir of *John Williams*, Eſq;	1,518	0	0
Richard Hughes, Eſq;	975	0	0
Owen Meyrick, Eſq;	423	6	8
The Reverend Mr. *Richard Griffith*	1,156	5	0
	£. 13,934	9	2

An ACT *for Carrying into Execution ſeveral Contracts made by, or on behalf of, James late* Lord Bulkeley, *in the Kingdom of* Ireland, *in his Life-time, for the Sale of ſeveral Lands and Tenements, in the County of* Angleſey; *and for Applying the Purchaſe-money to diſcharge Incumbrances affecting the ſame.*

L — Great Brit. - George II
358 b. 3
13

H
No 16



13
31 Geo. II c. 16

An ACT *for Settling the ſeveral Charities of the Hoſpital and Free-School at* Kirkleatham, *in the County of* York, *of the Foundation of Sir* William Turner, *Knight, deceaſed, and the Poſſeſſions and Revenues thereunto belonging, purſuant to the Will and Codicil of* Cholmley Turner, *late of* Kirkleatham *aforeſaid, Eſquire.*



Whereas, by Letters Patent under the Great Seal of *England*, bearing Date the Second Day of *March* in the Thirtieth Year of the Reign of his late Majeſty King *Charles* the Second, after reciting therein, That Sir *William Turner* Knight, late Lord-Mayor of the City of *London*, had, by his humble Petition, informed his ſaid Majeſty that he had erected and built a Houſe, intended for an Hoſpital or Alms-houſe, in *Kirkleatham*, in the County of *York*, for the Relief of Ten poor aged Men and Ten poor aged Women, and for the Relief and Bringing up of Ten poor Boys and Ten poor Girls; and for the better Maintenance of the ſaid poor People, and virtuous Education of the ſaid Children, and Reparation of the ſaid Hoſpital, had humbly beſought his ſaid Majeſty, That the Governor of the ſaid Hoſpital, and the ſaid poor People and Children, might, by his ſaid Majeſty's Royal Licence and Authority, be incorporated, and Maintenance ſettled, for the Ends aforeſaid; his ſaid late Majeſty King *Charles* the Second, being deſirous of promoting ſo good and charitable a Work, did, of his eſpecial Grace, certain Knowlege, and mere Motion, for himſelf, his Heirs, and Succeſſors, ordain, conſtitute, declare, and grant, that the Governor of the ſaid Hoſpital, and the ſaid Ten poor Men, Ten poor Women, Ten poor Boys, and Ten poor Girls, that ſhould be of the ſaid Hoſpital or Alms-houſe, ſhould, from time to time, for ever thereafter, be One Body Politick and Corporate, in Deed and in Name, and ſhould be called by the Name of the Governor, Brethren, and Siſters, of *Turner's* Hoſpital; and them, by

 the

the Name of the Governor, Brethren, and Sisters, of *Turner*'s Hospital, his said Majesty did, for himself, his Heirs and Successors, really and fully make, ordain, constitute, and declare, One Body Politick and Corporate: And his said Majesty did also declare, That the said House should be called *Turner*'s Hospital; and that the said Governor, poor People, and Children, by the said Name of the Governor, Brethren, and Sisters, of *Turner*'s Hospital, should and might, for ever thereafter, be Persons able and capable in Law to purchase, have, take, receive, and enjoy, Manors, Messuages, Lands, Tenements, Liberties, Privileges, Jurisdictions, Franchises, and other Hereditaments whatsoever, of whatever Nature, Kind, or Quality, to them, and their Successors, in Fee and Perpetuity, or for Term of Life, Lives, Years, or otherwise, and also all and all manner of Goods, Chattels, and Things whatsoever, of what Name, Nature, or Quality soever they should be; and also to give, grant, set, let, alien, assign, and dispose, of the same Manors, Messuages, Lands, Tenements, Hereditaments, Goods, Chattels, and Things aforesaid: And that by the same Name of the Governor, Brethren, and Sisters, of *Turner*'s Hospital, they should and might be able to plead and be impleaded, answer and be answered unto, defend and be defended, in all Courts and Places whatsoever, and before whatsoever Judges or Justices, or other Persons or Officers of his said Majesty, his Heirs or Successors, in all and singular Actions, Plaints, Pleas, Suits, Matters, and Demands, of what Kind, Nature, or Quality soever they should be, and act and do all other Matters and Things in as ample Manner and Form as any other Body Corporate or Politick, or other his said Majesty's Subjects within his Realm of *England*, could or might have, purchase, receive, possess, take, enjoy, retain, give, grant, set, let, alien, assign, and dispose, plead and be impleaded, answer and be answered, defend and be defended; and that the said Hospital or Corporation, for ever thereafter, should and might have a Common Seal to serve for the Business and Affairs thereof, which should be kept by the Governor or Governors of the said Hospital, for the Time being: And for the better Execution of his said Majesty's Grant in that Behalf, his said Majesty did, for himself, his Heirs and Successors, assign, nominate, constitute, ordain, and make the said Sir *William Turner* to be the First and the then present Governor of the said Hospital, and to continue in the said Office during his Life; and, after his Decease, his said Majesty's Will and Pleasure was, and he did thereby declare and ordain, That such other Person or Persons as the said Sir *William Turner*, by his Deed or Last Will in Writing under his Hand and Seal, testified by Three or more credible Witnesses, should, in that Behalf, declare or appoint, should be, and should be called, the Governor or Governors of the said Hospital: And his said Majesty's further Will and Pleasure was, and he did, for himself, his Heirs and Successors, give and grant unto the said Sir *William Turner*, and his Successors, Governors of the said Hospital for the Time being, full Power and Authority to make and ordain fit and reasonable Laws and Constitutions for and concerning the said Hospital, or the electing, ordering, correcting, and expelling, of any of the Members of the said Hospital, and to elect others in their Places, and for and concerning their weekly Allowance, as also to alter and new make the same, as Occasion should require: And for the better Maintenance of the said Hospital, his Majesty did, for himself, his Heirs, and Successors,

ceſſors, give and grant ſpecial Licence, and free and lawful Power and Authority, that he the ſaid Sir *William Turner* might ſettle upon the ſaid Corporation the Manor of *Barwick upon Teaſe*, in the ſaid County of *York*, with the Rights, Members, and Appurtenances thereof; and alſo that he, or any other Perſon or Perſons whatſoever, might ſettle or convey, to or for the Benefit of the ſaid Hoſpital, for ever, any other Lordſhips, Manors, Meſſuages, Lands, Tenements, Meadows, Paſtures, Feedings, Woods, Underwoods, Rectories, Tythes, Rents, Reverſions, and other Hereditaments whatſoever; and that the ſaid Corporation might accordingly receive and enjoy the ſame, ſo as they did not, in the whole, exceed the yearly Value of Four hundred Pounds above all Charges and Reprizes; the Statute of Mortmain, or any other Act, Statute, Matter, or Thing whatſoever, to the contrary in any-wiſe notwithſtanding:

And whereas by Indentures of Leaſe and Releaſe, bearing Date reſpectively the Fifteenth and Sixteenth Days of *May* in the Year of our Lord One thouſand Six hundred and Seventy-eight, and made between the ſaid Sir *William Turner*, of the one Part; and Sir *David Fowlis*, of *Ingleby Manor*, in the County of *York*, Baronet, and *Edward Trotter*, of *Skelton Caſtle*, in the ſaid County of *York*, Eſquire, of the other Part; after reciting the ſaid Letters Patent to the Effect herein before-mentioned, and that the ſaid Sir *William Turner* was deſirous and intended to perfect and accompliſh that ſo good and charitable an Act, and not to leave the ſame to be performed, after his Death, by others, he the ſaid Sir *William Turner*, in Conſideration of the Continuance of the ſaid Hoſpital for ever, and for the better Maintenance of the ſaid poor People, and virtuous Education of the ſaid poor Children, and Reparation of the ſaid Hoſpital, did grant, releaſe, and confirm, unto the ſaid Sir *David Fowlis* and *Edward Trotter*, their Heirs and Aſſigns, all that the Manor of *Barwick upon Teaſe*, in the ſaid County of *York*, with the Rights, Members, and Appurtenances thereof; and all that the Fiſhing-place and Fiſhing, in the River of *Teaſe*, antiently uſed and accuſtomed; and all and ſingular Houſes, Edifices, Buildings, Barns, Stables, Dove-houſes, Yards, Orchards, Gardens, Tofts, Curtilages, Lands, Tenements, Meadows, Feedings, Paſtures, Leaſows, Heath, Turbary, Commons, Whins, Furze, and Ley, in the Fields of *Ingleby*, in the ſaid County of *York*, Waſtes, Furzes, Moors, Marſhes, Waters, Water-courſes, Fiſhings, Profits, Commodities, Emoluments, and Hereditaments whatſoever, to the ſaid Manor of *Barwick upon Teaſe* in any manner belonging or appertaining, ſometime Parcel of the Poſſeſſions and Hereditaments of *William* ſometime Marquis of *Northampton*, attainted of High-Treaſon; and alſo all Rents, Reverſions, Eſcheats, Reliefs, Fines, Courts-Baron, Courts-Leet, Felons and Fugitives Goods, Fairs, Markets, Tolls, Deodands, Cuſtomary Rights, Liberties, Glebe-lands, Tythe Corn and Hay, and all other Tythes whatſoever, Oblations, Obventions, Fruits, and Profits whatſoever, as well ſpiritual as temporal, ariſing and renewing within the ſaid Manor of *Barwick upon Teaſe*, and therewith thentofore had, reputed, or enjoyed, which were then late the Lands of Dame *Margaret Herbert*, and afterwards of Sir *Thomas Linch* and Dame *Vere* his Wife, and whereof or wherein he the ſaid Sir *William Turner* then had, or at any Time theretofore had, any Eſtate or Title in Poſſeſſion, Reverſion, Remainder, or Expectancy; and the Reverſion and Reverſions,

Remainder

Remainder and Remainders, yearly and other Rents and Profits, reſerved, due, or payable, upon any Demiſe or Leaſe of the Premiſes, or any Part or Parcel thereof, to hold unto the ſaid Sir *David Fowlis* and *Edward Trotter*, their Heirs and Aſſigns, for ever, to and for ſuch Uſe and Uſes, Intents and Purpoſes, as are therein after expreſſed, limited, and declared; that is to ſay, To the Uſe of the Governor, Brethren, and Siſters, of *Turner's* Hoſpital aforeſaid, their Succeſſors and Aſſigns, for ever, upon this ſpecial Truſt and Confidence, nevertheleſs, to be truly, wholly, and faithfully, diſtributed, converted, and employed, by the ſaid Governor and his Succeſſors, to and for the Reparation, Maintenance, and Continuance, of the ſaid Hoſpital, and of the Brethren and Siſters, for the Time being, at all times thereafter, and from time to time, for ever, according to the true Intent, Purport, and Meaning, of the ſaid Sir *William Turner*, and according to the Tenor, Purport, and true Meaning, of the ſaid Letters Patent, and of the ſaid Indenture of Releaſe, and to none other Uſe, Truſt, Confidence, Intent, Purport, or Employment whatſoever:

And whereas by other Indentures of Leaſe and Releaſe, bearing even Date with the above-recited Indentures of Leaſe and Releaſe, and made between the ſame Parties, containing the like Recitals, and for the ſame Conſiderations, as mentioned and expreſſed in the ſame recited Indenture of Releaſe, he the ſaid Sir *William Turner* did grant, releaſe, and confirm, unto the ſaid Sir *David Fowlis* and *Edward Trotter*, their Heirs and Aſſigns, all that the Manor of *Hutton juxta Rudby*, in the ſaid County of *York*, with the Rights, Members, and Appurtenances, thereof; and alſo all that Meſſuage or Tenement and Farm commonly called or known by the Name of *Armſtrong's Farm*, then or then late in the Tenure, Poſſeſſion, and Occupation, of *Robert Cuſt*, his Aſſignee or Aſſigns; and alſo all that Meſſuage, Tenement, and Farm, commonly called or known by the Name of *Mewburn's Farm*, with all the Rights, Members, and Appurtenances thereof, then or then late in the Tenure, Poſſeſſion, or Occupation, of *Thomas Cuſt*, his Aſſignee or Aſſigns; and alſo all that Meſſuage or Tenement and Farm, with the Rights, Members, and Appurtenances thereof, commonly called or known by the Name of *Richardſon's Farm*, and then or then late in the Tenure, Poſſeſſion, or Occupation, of *Francis Richardſon*, his Aſſignee or Aſſigns; and all that Houſe or Tenement, and Two Oxgangs of arable Meadow and paſture Ground, as the ſame were then divided, lying in a Place called *Stump Croſs Leys*, containing by Eſtimation Forty Acres, be the ſame more or leſs, with their and every of their Appurtenances, then or then late in the Tenure, Poſſeſſion, and Occupation, of *John Johnſon*, his Aſſignee or Aſſigns; all which ſaid Meſſuages or Tenements, and Farms, Lands, and Grounds, before-mentioned, were ſituate, lying, and being, in the Town, Fields, Territories, and Precincts, of *Hutton juxta Rudby* aforeſaid; and alſo all and ſingular other the Houſes, Lands, and Grounds, of the ſaid Sir *William Turner* in *Hutton juxta Rudby* aforeſaid; and alſo all and ſingular Meſſuages, Cottages, Houſes, Edifices, Buildings, Shops, Cellars, Sollars, Barns, Stables, Orchards, Yards, Garths, Gardens, Lands, Tenements, Meadows, Paſtures, Feedings, Commons, Common of Paſture, Courts-Leet, Courts-Baron, and other Courts, Perquiſites and Profits of Courts and Leets, Waifs, Eſtrays, Deodands,

Goods

Goods and Chattels of Felons and of Fugitives, and of Felons of themſelves, and of outlawed Perſons, and Perſons put in Exigent, Ways, Waters, Watercourſes, Mines, Quarries, Lights, Liberties, Eaſements, Privileges, Profits, Commodities, Advantages, Emoluments, Hereditaments, and Appurtenances whatſoever, to the ſaid Manor, Meſſuages, Cottages, Lands, Tenements, Hereditaments, and Premiſes, and every or any of them, and to every or any Part or Parcel of them, or any of them, belonging, or in any-wiſe appertaining, or therewith then commonly uſed or occupied, or accepted, reputed, deemed, taken, or known, as Part, Parcel, or Member, thereof; and the Reverſion and Reverſions, Remainder and Remainders, annual and other Rents, Iſſues, and Profits, of all and ſingular the Premiſes, and of every Part and Parcel thereof, to hold unto the ſaid Sir *David Fowlis* and *Edward Trotter*, their Heirs and Aſſigns, for ever, to and for ſuch and the ſame Uſes, and upon ſuch and the ſame Truſts, Intents, and Purpoſes, as are expreſſed, limited, and declared, in and by the ſaid firſt-recited Indenture of Releaſe:

And whereas the annual Sum or yearly Rent of Fifty Pounds hath, for a long Series of Years, been iſſuing and payable forth and out of certain Lands and Hereditaments called *Stainsby*, in the Pariſh of *Stainton*, in the County of *York*, heretofore the Eſtate of the ſaid Sir *William Turner*, and now of *Daniel Laſcelles*, Eſquire, for the Benefit and in Augmentation of the ſaid Charity of the ſaid Hoſpital:

And whereas by Indentures of Leaſe and Releaſe, bearing Date reſpectively the Twenty-ninth and Thirtieth Days of *June* One thouſand Six hundred and Eighty-three, the Releaſe being Tripartite, and made, or mentioned to be made, between *John Turner*, of *Kirkleatham*, in the County of *York*, Serjeant at Law, long ſince deceaſed, of the Firſt Part; *Charles Turner*, Eſquire, Son and Heir Apparent of the ſaid *John Turner*, of the Second Part; and *William Turner* and *John Cuthbert*, both of the *Middle Temple*, *London*, Gentlemen, of the Third Part; the ſaid *John Turner*, for the Conſiderations therein mentioned, did grant, releaſe, and convey, unto the ſaid *Charles Turner*, his Heirs and Aſſigns, all that Meſſuage, Houſe, or Tenement, commonly called or known by the Name of *Roger's Houſe*, together with all and ſingular Houſes, Edifices, Buildings, Barns, Orchards, Gardens, Garths, and Backſides, thereunto adjoining or belonging; and alſo all thoſe ſeveral Lands, Pieces or Parcels of arable Land, lying diſperſedly in the common Fields of *Kirkleatham* aforeſaid, containing by Eſtimation Twenty-nine Acres and a Half, be the ſame more or leſs; and alſo all thoſe Two Cloſes, Pieces, or Parcels, of Meadow or Paſture Ground commonly called or known by the Names of *The Halfpenny Flatts*; and alſo all thoſe Four Cloſes, Pieces, or Parcels, of Meadow or Paſture Ground commonly called or known by the Name or Names of *The Meggit Cloſes*; and alſo all that Cloſe of Meadow or Paſture Ground commonly called or known by the Name of *The Over-half-Acre Cloſe*; and alſo all thoſe Three Acres and a Half of Meadow or Paſture Ground, lying and being in and upon *Kirkleatham* Moor; all which ſaid Meſſuage, Houſe, or Tenement, Lands, Cloſes, and Premiſes, are ſituate, lying, and being, in the Townsfields, Territories, and Pre-

cincts, of *Kirkleatham* aforesaid, and *Mask*, in the said County of *York*, and then late were in the Tenure, Possession, and Occupation, of *John Wilson*, of *Mask* aforesaid, Gentleman, or his Assigns, and then were in the Tenure and Occupation of the said *John Turner*, his Undertenants or Assigns; all which said Messuage or Tenement, Lands and Premises, he the said *John Turner* had then lately purchased of the said *John Wilson*; and also all and singular other the Messuages, Lands, Tenements, and Hereditaments whatsoever, of him the said *John Turner* situate and being in *Kirkleatham* and *Mask* aforesaid, which he purchased of the said *John Wilson*, together with all and singular Houses, Edifices, Buildings, Barns, Stables, Gardens, Garths, Orchards, Backsides, Lands, Tenements, Meadows, Pastures, Feedings, Commons, Common of Pasture, Ways, Passages, Profits, Commodities, Advantages, Emoluments, Hereditaments, and Appurtenances whatsoever, to the said Premises, or any Part or Parcel thereof, belonging or in any-wise appertaining, and the Reversion and Reversions, Remainder and Remainders, yearly and other Rents, Issues, and Profits, of all and singular the Premises, and of every Part and Parcel thereof, to hold, unto and to the Use of the said *Charles Turner*, his Heirs and Assigns, for ever, in Trust, after the Death of the said *John Turner*, to pay, or cause to be paid, into the Hands of the Chaplain, Master, and Mistress, of *Turner's* Hospital in *Kirkleatham* aforesaid, for the Time being, or any Two of them, the Sum of Twenty Pounds of good and lawful Money of *England*, at the Feasts of the Nativity of our Lord Christ and Saint *John the Baptist*, by even and equal Portions, to be applied and disposed of from time to time, and at all times, as often as Occasion should be, by and with the Consent, Approbation, and Good-liking, of the said *Charles Turner*, his Heirs or Assigns, for finding and providing good, convenient, necessary, and sufficient Cloaths and Wearing Apparel, to be given and disposed of unto every such poor Child of the said Hospital as the Governors of the said Hospital, or the major Part of them, should remove and put out of the said Hospital, at his or her Age of Sixteen Years, or at such other time or times as he, she, or they, should be so removed and put out of the said Hospital (except only to such Child or Children as by the said Governors, or the major Part of them, should be expelled, removed, or turned out, for some Crime, Misdemeanor, or evil Behaviour, by him, her, or them, committed or done); and also for paying out of the Residue and Remainder of the said yearly Sum of Twenty Pounds, with such Consent and Approbation as aforesaid, to all and every such poor Child and Children so removed and put out of the said Hospital (except as before excepted) at the End of Seven Years next after her, his, or their, being so removed or put out as aforesaid, respectively, or within Three Months next after the End of such Seven Years, if such Child or Children should be then living, and had respectively served an Apprenticeship, or continued in Service for the Space of Seven Years, and respectively demeaned him, her, and themselves, well and honestly, and not otherwise, the Sum of Ten Pounds of lawful Money of *England*, if there should then be so much Moneys remaining in the Hands, Custody, or Possession, of the said Chaplain, Master, and Mistress, for the Time being, or Two of them; and if there should not be so much remaining, then the Sum of Six Pounds Thirteen Shillings and Four Pence only to be paid

to every one of them, in Manner and Form aforeſaid, for and towards the Setting-up and further Advancement of every ſuch poor Child and Children reſpectively: And by a Writing under the Hand of the ſaid *John Turner*, indorſed on the laſt recited Indenture Tripartite, he did direct or declare, that the ſaid Chaplain, Maſter, and Miſtreſs, or any Two of them, ſhould alſo, with the Conſent and Approbation of the ſaid *Charles Turner*, his Heirs or Aſſigns, pay and diſburſe, out of the ſaid yearly Sum of Twenty Pounds, to the Maſter, Miſtreſs, or Dame, to whom any of the ſaid poor Children ſhould be put and bound Apprentice for Seven Years, ſuch Sum or Sums of Money as they, or any Two of them, ſhould agree to be paid, ſo as the ſame ſhould not exceed Five Marks, for any one of the ſaid Children ſo to be put out and bound Apprentice, as aforeſaid, and ſo as their reſpective Parents or next Relations ſhould deſire the ſame:

And whereas the ſaid Sir *William Turner* made his laſt Will and Teſtament, but without any Date thereunto; and did thereby, amongſt other things, give and bequeath Two thouſand Pounds to buy and purchaſe One hundred Pounds Land a Year; which he did deſire might be ſettled upon the Hoſpital of *Kirkleatham*, for the better Maintenance of thoſe poor People in that Hoſpital, for ever; and did likewiſe give unto his Nephew Mr. *William Turner*, eldeſt Son and Heir of his Nephew *Charles Turner*, the Sum of Thirty thouſand Pounds; with which he deſired One thouſand Five hundred Pounds *per Annum* ſhould be bought as near *Kirkleatham* as might be, and ſettled upon his ſaid Nephew *William Turner*, and his Heirs, for ever; and, in Want of Heirs Males of his Body, then to his Brother *Cholmley Turner*, and his Heirs Males; and for want of Heirs Males of his Body, then to the next Son his Nephew *Charles* ſhould have, and to his Heirs Males, if he had any; and, for want of Heirs Males of his Body, then his Will was, That that One thouſand Five hundred Pounds a Year ſhould be ſettled upon the Hoſpital at *Kirkleatham*, for ever, for the better Maintenance of thoſe poor People there, and for the ſupporting and keeping that Hoſpital in good Repair, for ever: And the ſaid Teſtator did, by his ſaid Will, give and bequeath unto his Nephew *Cholmley Turner* Six hundred Pounds, to bind him Apprentice to ſome conſiderable Merchant in *London*; and, if he ſerved his Apprenticeſhip faithfully and honeſtly, then his Will was, that he ſhould have Four thouſand Four hundred Pounds to ſet up and begin the World with; but if he was not bound to a Merchant, and did not ſerve his Apprenticeſhip faithfully and honeſtly, then he gave One thouſand Pounds of that Five thouſand Pounds, to build a Free-School near the Hoſpital at *Kirkleatham*; and Two thouſand Pounds of that Five thouſand Pounds he gave to buy One hundred Pounds a Year, to be ſettled on the School-maſter, for the Time being, for ever; and another One thouſand Pounds of that Five thouſand he gave to purchaſe Fifty Pounds a Year for the comfortable Maintenance of an Uſher in that School, for ever; and the other Thouſand Pounds he gave to build a Conduit in ſome convenient Place at *Kirkleatham*, and to bring the Water from *Soapwell* to that Conduit:

And whereas ſome ſhort time after making the ſaid Will; to wit, on or about the Twenty-ſecond Day of *March* One thouſand Six hundred and Ninety

Ninety-two, the ſaid Sir *William Turner* died without Iſſue, and without having executed the Power in and by the ſaid Letters Patent given him, of appointing a Governor or Governors of the ſaid Hoſpital, leaving the ſaid *Charles Turner*, his Nephew and Heir at Law; that is to ſay, eldeſt Son and Heir of *John Turner*, Serjeant at Law, then lately deceaſed, who was the eldeſt Brother of the ſaid Sir *William Turner*; and the ſaid *William Turner* his Nephew, and eldeſt Son of the ſaid *Charles Turner*, dying ſome ſhort time before or after the Death of the ſaid Sir *William Turner*, an Infant, and unmarried, the ſaid *Cholmley Turner* became intitled to the ſaid Sum of Thirty thouſand Pounds, and the Benefit thereof, and alſo to the ſaid Five thouſand Pounds ſo given to him upon ſuch Terms and Conditions as aforeſaid; and he being the principal Legatee in the ſaid Will named, and an Infant of Eight Years of Age, or thereabouts, and there being no Executor named or conſtituted in or by the ſaid Will, Adminiſtration with the ſaid Will annexed, during the Minority, and for the Benefit and Advantage, of the ſaid *Cholmley Turner*, was granted by the proper Ordinary to the ſaid *Charles Turner*:

And whereas by Indentures of Leaſe and Releaſe, bearing Date reſpectively the Fifth and Sixth Days of *February* One thouſand Six hundred and Ninety-five, and made between the ſaid *Charles Turner*, by the Name and Deſcription of *Charles Turner*, of *Kirkleatham*, in the County of *York*, Eſquire, of the One Part; and Sir *William Huſtler*, of *Acklam*, in the ſaid County of *York*, Knight, and *John Waſtelle*, of *Bolton*, in the County aforeſaid, Eſquire, of the other Part; after therein reciting the ſaid Letters Patent; and that the ſaid Sir *William Turner* had made ſuch Conveyance as aforeſaid for the Uſe and Benefit of the ſaid Hoſpital; and that he had, by his ſaid Will, bequeathed Two thouſand Pounds to buy One hundred Pound Land a Year, to be ſettled upon the ſaid Hoſpital as aforeſaid; and that ſuch Adminiſtration, with the Will annexed, of the ſaid Sir *William Turner*, had been granted as aforeſaid to the ſaid *Charles Turner*; and that the ſaid *Charles Turner* had, in purſuance and according to the Directions of the ſaid Sir *William Turner* in his ſaid Will, purchaſed the ſeveral Farms, Lands, and Tenements, thereafter mentioned; he the ſaid *Charles Turner*, for the Conſiderations in the ſaid Indenture of Releaſe mentioned, and in Purſuance and Performance of the ſaid Appointment of the ſaid Sir *William Turner* in his ſaid Will, and for the better Maintenance of the ſaid poor People, did grant, releaſe, and confirm, unto the ſaid Sir *William Huſtler* and *John Waſtelle*, their Heirs and Aſſigns, all that capital Meſſuage or Tenement wherein *Thomas Beſt* ſome time dwelt, and all thoſe Cloſes or Parcels of Ground thereafter particularly mentioned; that is to ſay, One Cloſe or Parcel of Paſture Ground, lying before the Door of the ſaid capital Meſſuage or Tenement, containing by Eſtimation Twenty-nine Acres, be the ſame more or leſs; One other Cloſe or Parcel of Ground, commonly called or known by the Name of *Fower Pounds Cloſe*, containing by Eſtimation Twelve Acres, be the ſame more or leſs; Two other Cloſes or Parcels of Ground, adjoining upon the South Side of the ſaid Meſſuage or Tenement, commonly called *The Garths*, containing by Eſtimation Six Acres, be the ſame more or leſs; One other Cloſe, called *The Moore*, containing by Eſtimation Twenty Acres, be the ſame more or leſs; One

other

other Close or Parcel of Ground, commonly called or known by the Name of *The Long Close*, containing by Estimation Twenty Acres, be the same more or less; and One other Close or Parcel of Ground, commonly called or known by the Name of *Gowland Close*, containing by Estimation Thirty Acres, be the same more or less; and One other Close or Parcel of Ground, then or then late divided into several Parts, commonly called or known by the Name of *The Winter Field*, containing by Estimation Fourscore Acres, be the same more or less; all which Premises were situate, lying, and being, within the Precincts and Territories of *Foxton*, near *Crathorne*, in the said County of *York*, and some time were in the Tenure or Occupation of the said *Thomas Best* or his Assigns: And all that Messuage, Tenement, or Farm, commonly called or known by the Name of *John Wetherell's Farm*, with the Appurtenances, together with all those Six Closes or Parcels of Meadow and Pasture Ground, with all those Two Closes of arable Land, and all other Lands, Tenements, Meadows, and Pasture Grounds, to the said Messuage, Tenement, and Farm, belonging or in any-wise appertaining, containing together by Estimation One hundred and Fifty Acres, be the same more or less, abutting upon *Rounton* on the West Part, and upon the Lands then or then late of *Robert Chipchase* on the East Part; and also all that Messuage, Tenement, or Farm, commonly called or known by the Name of *Henry Hewerdine's Farm*, with the Appurtenances, together with all those Three Closes of arable Land, and all those Five Closes or Parcels of Meadow and Pasture Ground, and all other Lands, Tenements, Meadows, and Pasture Grounds, to the said Messuage, Tenement, or Farm, last-mentioned, belonging or in any-wise appertaining, containing together by Estimation Two hundred Acres, be the same more or less, abutting upon *Rounton* aforesaid on the West Part, upon *Crathorne* on the North Part, and the Lands then or then late of the said *Robert Chipchase* on the South Part; and also all that Messuage, Tenement, or Farm, commonly called or known by the Name of *John Tailbus his Farm*, with the Appurtenances, together with all those Three Closes or Parcels of arable Land, and all those Seven Closes or Parcels of Meadow or Pasture Ground, and all other Lands, Tenements, Meadows, and Pasture Grounds, to the said last-mentioned Messuage, Tenement, or Farm, belonging or in any-wise appertaining, containing together by Estimation One hundred Fourscore and Ten Acres, be the same more or less, abutting upon *Crathorne* aforesaid on the North Part, and the Lands then or then late of the said *Robert Chipchase*; all which Premises last-mentioned were situate, lying, and being, in *Hutton juxta Rudbey*, in the said Parish of *Rudbey*, in the said County of *York*, and some time were in the Tenure or Occupation of *Robert Laton*, his Under-tenants or Assigns; and all Houses, Edifices, Buildings, Barns, Stables, Dove-houses, Ox-houses, Out-houses, Orchards, Gardens, Meadows, Pastures, Feedings, Commons, and Common of Pasture, Yards, Backsides, Ways, Passages, Waters, Water courses, Woods, Under-woods, Easements, Profits, Commodities, Emoluments, Hereditaments, and Appurtenances whatsoever, to the said capital Messuage, Farms, Lands, Tenements, Hereditaments, and Premises, belonging or in any-wise appertaining, or accepted, reputed, taken, or known, as Part, Parcel,

or Member, of them, or any of them, or with them or any of them, or any Part or Parcel thereof, uſed, demiſed, occupied, or enjoyed, as thereunto belonging; and the Reverſion and Reverſions, Remainder and Remainders, Rents, Iſſues, yearly and other Profits, of the ſaid Premiſes, every or any Part or Parcel thereof, to hold unto the ſaid Sir *William Huſtler* and *John Waſtelle*, their Heirs and Aſſigns, for ever, to the Uſe and Behoof of the Governor, Brethren, and Siſters, of *Turner's Hoſpital* aforeſaid, their Succeſſors and Aſſigns, for ever, upon the ſpecial Truſt and Confidence nevertheleſs, to be truly, faithfully, and wholly, diſtributed, converted, and employed, by the ſaid Governor and his Succeſſors, to and for the Reparation, Maintenance, and Continuance, of the ſaid Hoſpital, and of the Brethren and Siſters, for the Time being, and at all Times thereafter, and from time to time, for ever, according to the true Intent, Purport, and Meaning, of the ſaid Sir *William Turner*, and according to the Tenor, Purport, and true Meaning, of the ſaid Letters Patent, and of the ſaid Indenture of Releaſe, and to no other Uſe, Truſt, Confidence, Intent, Purport, or Employment, whatſoever:

And whereas the ſaid *Cholmley Turner*, on or about the Fourteenth Day of *July*, in the Year of our Lord One thouſand Seven hundred and Two, attained to his Age of Seventeen Years; whereby the ſaid Adminiſtration, granted to the ſaid *Charles Turner* as aforeſaid, determined, and afterwards (to wit) on the Twenty-third of *December* One thouſand Seven hundred and Six, Adminiſtration of the perſonal Eſtate of the ſaid Sir *William Turner*, with his Will annexed, was granted to the ſaid *Cholmley Turner*, by the proper Ordinary, he the ſaid *Cholmley Turner* having, in the Month of *July* preceding, attained his Age of Twenty-one Years:

And whereas by a Decree or decretal Order of the High Court of Chancery, made on the Thirty-firſt Day of *January*, in the Eighth Year of the Reign of her late Majeſty Queen *Anne*, made in a Cauſe wherein her ſaid Majeſty's Attorney General, at the Relation of *Thomas Nicholſon*, Clerk, and *Thomas Robinſon* and *Robert Johnſon*, Churchwardens, of the Pariſh Church of *Kirkleatham*, in the County of *York*, was Plaintiff, and the ſaid *Charles Turner* and *Cholmley Turner* were Defendants; it was ordered and decreed, That the ſaid Sum of Four thouſand Pounds, deviſed by the ſaid Teſtator Sir *William Turner*'s Will for the building a Free-School near the Hoſpital at *Kirkleatham*, and for the purchaſing Lands to be ſettled for the Maintenance and Proviſion of a Maſter and Uſher, in caſe the ſaid *Cholmley Turner* ſhould not be a Merchant, ſhould be applied for the Benefit of the ſaid Charity; and that the Sum of Two thouſand Pounds, Part of the ſaid Five thouſand Pounds, ſhould be laid out in a Purchaſe of Lands, according to the Will, for the Maintenance of a Maſter; and that the Sum of One thouſand Pounds, other Part thereof, ſhould be in like manner laid out, in a Purchaſe of Lands, according to the Will, for the Maintenance of an Uſher; and it was thereby referred to Sir *Robert Legard*, Knight, One of the Maſters of the ſaid Court, to ſee the ſaid Lands, when purchaſed, ſettled in ſuch manner, that the Maſter and Uſher

Uſher of the ſaid School, for the Time being, reſpectively might receive the Rents and Profits thereof reſpectively, for their reſpective Maintenance, for ever, according to the Intention of the ſaid Teſtator's Will; and ſuch Purchaſes were to be made with the Allowance and Approbation of the ſaid Maſter, and the ſaid Maſter was to ſee whether the One thouſand Pounds, deviſed for building the Free-School, had been laid out, and what it would coſt more to make ſuch other Conveniencies for the Maſter, Uſher, and Scholars, as ſhould be neceſſary; and, it being found impracticable to bring the Water from *Soapwell Spring* to the Town of *Kirkleatham*, it was thereupon further ordered, That the Sum of One thouſand Pounds, deviſed for building a Conduit, and bringing the Water to it, ſhould be applied to finiſh the ſaid School and Buildings, by the Direction of the ſaid Maſter; and it was thereby declared and ordered, That the ſaid *Charles Turner*, and his Heirs, were and ſhould be Viſitors of the ſaid School, and from time to time, for ever, have the Nomination and Appointment of the Maſter and Uſher there, with Power and Liberty, from time to time, for ever, to make Rules and Orders for the good Government of the School, and to lay the ſame before the ſaid Maſter, as they ſhould think fit, to the end the ſame might be reported to and confirmed by the ſaid Court; and the Plaintiff and Defendants were to have their Coſts of that Suit to be taxed by the ſaid Maſter, and paid out of the ſaid Teſtator's Eſtate; and the ſaid Defendants were thereby indemnified for what they ſhould do in purſuance thereof:

And whereas the ſaid Decree was never proſecuted before the ſaid Maſter, yet the ſaid *Charles Turner* and *Cholmley Turner*, or One of them, not only ſet apart ſome of their own Lands of Inheritance for the Scite of the ſaid School and Offices; but the ſaid *Cholmley Turner* did, in purſuance of the ſaid Decree, expend in the building, completing, and finiſhing, the ſaid School-houſe, Apartments and Offices thereunto belonging, a much larger Sum than by the ſaid Will and Decree was directed for that Purpoſe; and the ſaid *Cholmley Turner* did alſo ſet apart certain Meſſuages, Farms, Lands, Tenements, and Hereditaments, with the Appurtenances thereunto belonging or appertaining, ſituate, lying, and being, within the Manor or Townſhip of *Brereton*, in the County of *Durham*, containing by Eſtimation Five hundred and Fifty-three Acres Two Roods and Twenty-three Perches, or thereabouts, and which were for many Years occupied by *George Scurfield* and *Cuthbert Scurfield*, as Tenants thereof, at and under ſeveral yearly Rents, amounting to One hundred and Fifty Pounds, and are now in the Occupation of the ſaid *Cuthbert Scurfield*, at and under the yearly Rent of One hundred and Fifty Pounds, in lieu and compenſation of the ſaid Three thouſand Pounds, in and by the ſaid Decree directed to be laid out in the Purchaſe of Lands and Tenements, for the Maintenance of the Maſter and Uſher of the ſaid School as aforeſaid; and the Rents and Profits of the ſaid Lands and Tenements have, for many Years, been received on account of the ſaid Charity, although the ſaid *Cholmley Turner* never made any regular Grant or Conveyance of the ſaid Lands and Premiſes for the Uſes and Purpoſes, and according to the Directions, of the ſaid Will and Decree:

And whereas the ſaid Charities were, during the Life-time of the ſaid *Charles Turner*, managed and carried on by and under the Direction of the ſaid *Charles Turner*; and after his Deceaſe by the ſaid *Cholmley Turner*, his Son, who expended a large Sum of his own Money in building a Chapel, rebuilding and repairing other Parts of the Buildings within the ſaid Hoſpital, and in beautifying and completing the whole; and did alſo, by Ten ſeveral Indentures of Leaſe, bearing Date reſpectively the Twenty-ſixth Day of *February* One thouſand Seven hundred and Forty, demiſe ſeveral of the Lands and Tenements of and belonging to the ſaid Hoſpital, in the ſaid Leaſes particularly mentioned, to *Thomas Fawell*, *John Denniſon*, *Benjamin Neeſham*, *George Armſtrong*, *Mary Staindrop*, Widow, *Chriſtopher Flintoft*, *William Taylor*, *Henry Sanderſon*, *John Buttery*, and *William Jackſon*, reſpectively, their reſpective Executors, Adminiſtrators, and Aſſigns, for the reſpective Terms of Twenty-one Years, commencing as in the ſaid reſpective Leaſes are mentioned, at and under ſeveral yearly Rents therein reſerved; and which ſaid ſeveral Terms are yet unexpired:

And whereas the ſaid *Cholmley Turner* made his laſt Will and Teſtament, in Writing, bearing Date the Tenth Day of *October* One thouſand Seven hundred and Fifty-two; and after reciting or taking Notice therein, that, by the Settlement made on his Marriage, certain Manors, Lands, and Hereditaments, therein mentioned, were limited to Truſtees, therein named, for a Term of Five hundred Years, upon Truſt, for raiſing Portions for the Daughters of the ſaid Marriage, in caſe of no Iſſue Male thereof; and alſo, upon Truſt, in caſe he ſhould have One Son by his Wife, and One or more younger Son or Sons, Daughter or Daughters, by her; then for raiſing, after his Deceaſe, ſuch Sum and Sums of Money for the Portions and Maintenance of ſuch younger Son and Sons, Daughter and Daughters, as he, by any Deed or Deeds, or by his laſt Will and Teſtament, to be executed and atteſted as is therein mentioned, ſhould limit, appoint, or declare, not exceeding in the whole the Sum of Fifteen thouſand Pounds; and that he had had by his Wife a Son, who attained the Age of Twenty-one Years, and was ſince dead without Iſſue of his Body; and that he had by his ſaid Wife a Daughter, who was married, and had Iſſue of her Body; the ſaid Teſtator, in purſuance and execution of his ſaid Power, did appoint and direct, that the Executors or Adminiſtrators of the ſurviving Truſtee of the ſaid Term of Five hundred Years ſhould, after his Deceaſe, raiſe the Sum of Ten thouſand Pounds for the Portion of his ſaid Daughter; and ſhould apply and diſpoſe of the ſame for the Benefit of her and her Iſſue, in ſuch manner as is therein mentioned; and he thereby willed and declared, that to the End and Intent that the ſeveral Charities of the Hoſpital and Free-School at *Kirkleatham* aforeſaid might be the better governed, preſerved, and continued, and that the good and pious End of the Inſtitution, Foundation, and Endowment, thereof, might be more fully anſwered, the Perſon or Perſons, who, for the Time being, ſhould, by force and virtue of that his laſt Will and Teſtament, or by any Settlement or Settlements thentofore made, be ſeiſed of the Freehold of his

ſaid

ſaid Eſtate at *Kirkleatham*, ſhould and might have, enjoy, exerciſe, and enforce, all and every ſuch viſitatorial and other Powers, Rights, and Authorities, whatſoever, and in as full and ample a Manner, to all Intents, Conſtructions, and Purpoſes, as he himſelf then had, or could or might have, enjoy, exerciſe, and enforce, for the better Order and Government of the ſaid Charities reſpectively, or either of them:

And whereas the ſaid *Cholmley Turner* made a Codicil to his ſaid Will, bearing Date the Twelfth Day of *February* One thouſand Seven hundred and Fifty-five; and after reciting or taking Notice of his ſaid Will, to the Effect before mentioned, he declared his expreſs Will and Deſire to be, that the Perſon or Perſons, who, for the Time being, ſhould be ſo ſeiſed of the Freehold of his ſaid Eſtate at *Kirkleatham*, ſhould, as ſoon as conveniently might be after his Deceaſe, apply for, and uſe his and their beſt Endeavours to obtain, an Act of Parliament, or his Majeſty's royal Licence and Authority by Letters Patent (as Counſel learned in the Law ſhould adviſe) to annex the ſeveral Offices of Governor of the ſaid Hoſpital, and Viſitor of the ſaid School, to the Manor of *Kirkleatham*, in the County of *York*, inſeparably for ever, and to veſt in the Owner and Owners of the ſame Manor, for the Time being, full Power to make any Orders, fit Laws, and Conſtitutions, for the good Government of the ſaid Hoſpital and School, and to correct and expel any Members of the ſaid Hoſpital, or the Maſter and Uſher of the ſaid School, and to nominate and appoint others, as Occaſion ſhould require, and to do every other Act for eſtabliſhing and perpetuating the ſaid ſeveral Charities, in ſuch manner as ſhould beſt correſpond with the Intention of the Founders thereof; and in order to facilitate the Obtaining of ſuch Act of Parliament, or Letters Patent, he did will and require, that his Daughter and her Husband, or, in caſe of her Deceaſe in the mean time, the Heirs of his ſaid Daughter, ſhould aſſent, and teſtify his, her, or their Aſſent thereto, upon Requeſt, in ſuch manner as Counſel ſhould adviſe; and in caſe his ſaid Daughter and her Husband, or her Heirs, ſhould refuſe ſo to do, then and in ſuch Caſe his Will was, and he did thereby declare, that the Sum of Ten thouſand Pounds, by his Will appointed and directed to be raiſed for the Benefit of his ſaid Daughter and her Children, ſhould ſink in his Eſtate charged therewith, and ſhould not be raiſed:

And whereas the ſaid *Cholmley Turner* died on or about the Eighteenth Day of *May* One thouſand Seven hundred and Fifty ſeven, ſeiſed of the Manor of *Kirkleatham*, and of divers Lands, Tenements, and Hereditaments, there, leaving *Jane*, the Wife of *Philippus Willem Caſimir Van Straubeuzee*, his only Daughter and Heir at Law; and, upon the Death of the ſaid *Cholmley Turner*, *William Turner*, of *Kirkleatham* aforeſaid, Eſquire, his eldeſt Brother, did, by virtue of good Aſſurances in the Law, become ſeiſed of or intitled to the Freehold of the ſaid Manor, and other the Eſtates of the ſaid *Cholmley Turner*, at *Kirkleatham* aforeſaid; and accordingly entered upon and is now in the Poſſeſſion thereof:

And whereas by the Death of the ſaid Sir *William Turner*, without having made any Appointment of a Governor or Governors of the ſaid Hoſpital to ſucceed him, there remained no Power or Authority to act under the ſaid Letters Patent, and conſequently, that the Acts done by the ſaid *Charles Turner* and *Cholmley Turner*, relating to or concerning the Government and Management of the ſaid Hoſpital, and the ſaid Leaſes granted of Part of the Lands and Tenements belonging thereunto as aforeſaid, and the other Acts done by the ſaid *Charles* and *Cholmley Turner*, might, for want of due Authority to make and execute the ſame, be drawn into Queſtion or Diſpute:

And whereas the viſitatorial Power of the ſaid Free-School being, by the ſaid Decree, veſted in the ſaid *Charles Turner* and his Heirs, and the ſaid *Jane*, the Wife of the ſaid *Philippus Willem Caſimir Van Straubeuzee*, being the Heir at Law as well of the ſaid *Charles Turner* as of the ſaid *Cholmley Turner*, ſuch viſitatorial Power did, on the Death of the ſaid *Cholmley Turner*, devolve upon her the ſaid *Jane Van Straubeuzee*; and there is not in the Will of the ſaid Sir *William Turner*, or the ſaid Decree, any Proviſion made for ſupporting and keeping in Repair the ſaid School-houſe, and Buildings thereunto belonging; though abſolutely neceſſary for the Continuance and Support thereof:

And whereas the ſaid *William Turner*, being now ſeiſed as aforeſaid of the Freehold of the Manor and Eſtate of *Kirkleatham* late of the ſaid *Cholmley Turner*, hath propoſed, and the ſaid *Philippus Willem Caſimir Van Straubeuzee*, and *Jane* his Wife, are conſenting, that the Directions in the ſaid Will and Codicil of the ſaid *Cholmley Turner*, relating to the ſaid Charities may be executed and performed; and to the end that the ſaid Charities may be quieted, and ſettled upon a firm and ſolid Eſtabliſhment, it has been alſo propoſed and agreed, that the ſaid Corporation be revived, and made a legal active Corporation; and that the ſaid Free-School be united thereunto; and that the ſeveral Acts done by the ſaid *Charles Turner* and *Cholmley Turner*, relating to or concerning the ſaid Charities reſpectively, may be confirmed and eſtabliſhed; and that the ſaid Lands and Premiſes at *Brereton* be for ever applied for the Support and Maintenance of the Maſter and Uſher of the ſaid School, for the Time being, and for the Reparation and Support of the ſaid School-houſe, and Buildings thereunto belonging:

But forasmuch as the Ends and Purpoſes aforeſaid cannot be effected without the Aid of Parliament:

Therefore, your Majeſty's moſt Dutiful and Loyal Subject the ſaid *William Turner*,

Doth moſt humbly beſeech Your moſt Excellent MAJESTY,

That

That it may be **Enacted**; **And be it Enacted**, by the KING's moſt Excellent MAJESTY, by and with the Advice and Conſent of the Lords Spiritual and Temporal, and Commons, in this preſent Parliament aſſembled, and by the Authority of the ſame, That, for ever hereafter, the ſaid Free-School ſhall be inſeparably annexed to, and conſolidated with, the ſaid Hoſpital; and that the Governor of the ſaid Hoſpital, the Viſitor, Maſter, and Uſher, of the ſaid Free-School, and the Ten poor Men, Ten poor Women, Ten poor Boys, and Ten poor Girls, ſhall be, and are hereby declared and adjudged to be, One Body Corporate and Politick, in Deed and in Name, by the Name of the Governor, Brethren, and Siſters, Viſitor, Maſter, and Uſher, of the Hoſpital and Free-School of *Turner's Hoſpital*, and Free-School of the Foundation of Sir *William Turner*, Knight; and that by the ſame Name of the Governor, Brethren, and Siſters, Viſitor, Maſter, and Uſher, of the Hoſpital and Free-School aforeſaid, they ſhall have perpetual Succeſſion, and a Common Seal, with Power to change, alter, break, and new-make, the ſame, when and as often as they ſhall judge expedient; and that they and their Succeſſors, by the Name aforeſaid, ſhall be able and capable, in Law, to have, hold, receive, enjoy, poſſeſs, and retain, to them and their Succeſſors, all and every the Manors, Meſſuages, Lands, Tenements, Rents, and Hereditaments, as aforeſaid, granted, aſſigned, and ſet apart, and by this Act in them veſted and ſettled for the charitable Ends and Purpoſes in the ſaid Letters Patent, decretal Order, and this Act, mentioned, and to demiſe and leaſe the ſame; and by the Name aforeſaid to ſue, and be ſued, implead and be impleaded, anſwer and be anſwered unto, in any Court or Courts of Record and elſewhere; and to do and execute all and ſingular other Matters and Things, that to them ſhall appertain to do or be done in or about the Premiſes, in purſuance of this Act.

And be it further Enacted, by the Authority aforeſaid, That as well the ſaid Hoſpital, Chapel, and Free-School, and the ſeveral Buildings thereunto belonging, and now uſed and occupied therewith reſpectively, as alſo the ſaid Manors of *Barwick upon Teaſe*, and *Hutton juxta Rudby*, in the ſaid County of *York*, and all and every the Meſſuages, Cottages, Lands, and Hereditaments, compriſed in the ſaid ſeveral Indentures of Leaſe and Releaſe herein before recited and mentioned to bear Date reſpectively the Fifteenth and Sixteenth Days of *May* in the Year of our Lord One thouſand Six hundred and Seventy-eight, and which were thereby reſpectively conveyed and aſſured to the Uſe of the Governor, Brethren, and Siſters, of *Turner's* Hoſpital, their Succeſſors and Aſſigns, for ever; and the ſaid ſeveral Rents-Charge, or yearly Sums, of Fifty Pounds and Twenty Pounds, herein before-mentioned to be iſſuing forth, and out of, the ſaid Eſtate called *Stainsby*; and the ſaid ſeveral Lands and Hereditaments compriſed in the ſaid Indenture of the Thirtieth Day of *June* One thouſand Six hundred and Eighty-three reſpectively, for the Benefit and Augmentation of the ſaid Charity of the ſaid Hoſpital, as aforeſaid; and alſo all that the ſaid capital Meſſuage or Tenement, and

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the ſaid ſeveral Cloſes or Parcels of Ground, compriſed in the ſaid in part recited Indentures of Leaſe and Releaſe, herein before recited and mentioned to bear Date the Fifth and Sixth Days of *February* One thouſand Six hundred and Ninety-five, and which were thereby granted and conveyed by the ſaid *Charles Turner*, deceaſed, to the Uſe of the Governor, Brethren, and Siſters, of *Turner*'s Hoſpital, their Succeſſors and Aſſigns, for ever; and alſo all thoſe the ſaid Meſſuages, Farms, Lands, Tenements, and Hereditaments, ſituate, lying, and being, within the ſaid Manor or Townſhip of *Brereton*, and which by the ſaid *Cholmley Turner* were ſet apart, in Lieu and Compenſation of the ſaid Three thouſand Pounds, in and by the ſaid Decree or Decretal Order directed to be laid out in the Purchaſe of Lands and Tenements for the Maintenance of the Maſter and Uſher of the ſaid School, as aforeſaid, with their and every of their reſpective Rights, Members, and Appurtenances; and the Reverſion and Reverſions, Remainder and Remainders, Rents, Iſſues, and Profits, of all and ſingular the ſaid ſeveral Premiſes, ſhall, from and immediately after the Paſſing of this Act, be veſted in and ſettled upon, and are hereby, from thenceforth, veſted in and ſettled upon, the Governor, Brethren, and Siſters, Viſitor, Maſter, and Uſher, of the Hoſpital and Free-School of *Turner*'s Hoſpital, and Free-School of the Foundation of Sir *William Turner*, Knight, ſo hereby incorporated, as aforeſaid, their Succeſſors and Aſſigns, for ever, upon the ſeveral Truſts, and to and for the ſeveral Ends, Intents, and Purpoſes, herein after-mentioned, expreſſed, and declared, of and concerning the ſame ſeveral Premiſes; that is to ſay, As to, for, and concerning, the ſaid Hoſpital, Chapel, and the Buildings thereunto belonging, with the Appurtenances, to the Intent and Purpoſe that the ſame may for ever hereafter remain, continue, and be uſed as and for an Hoſpital for the Reception of Ten poor Men, Ten poor Women, Ten poor Boys, and Ten poor Girls, and for the Celebration of Divine Service; and as to, for, and concerning, the ſaid Free-School, and the ſaid Buildings thereunto belonging, with the Appurtenances, to the Intent and Purpoſe that the ſame may hereafter remain, continue, and be uſed, as a School, and for the Habitation of the Maſter and Uſher thereof, for ever; and as to, for, and concerning, the ſaid Manors, Meſſuages, Cottages, Lands, Tenements, Rents, and Hereditaments, ſo as aforeſaid reſpectively granted, conveyed, and aſſured, to the Uſe of the Governor, Brethren, and Siſters, of *Turner*'s Hoſpital, and by this Act veſted in the Governor, Brethren, and Siſters, Viſitor, Maſter, and Uſher, of the Hoſpital and Free-School of *Turner*'s Hoſpital, and Free-School of the Foundation of Sir *William Turner*, Knight, their Succeſſors and Aſſigns, to the Intent and Purpoſe that the ſame ſeveral Premiſes ſhall and may be and remain in them, their Succeſſors and Aſſigns, for the Endowment and Support of the ſaid Hoſpital, for ever; and that the Rents, Iſſues, and Profits, of the ſame Manors, Meſſuages, Cottages, Lands, Tenements, and Hereditaments, and alſo the ſaid yearly Rent of Fifty Pounds, ſhall, from time to time, be paid, applied, and employed, to and for the Reparation and Suſtentation of the ſaid Hoſpital, and the Maintenance and Support of the Brethren and Siſters thereof, for ever; and that the ſaid annual

nual Sum of Twenty Pounds ſhall, from time to time, be paid, applied, and diſpoſed of, for ſuch and the ſame charitable Uſes and Purpoſes as are mentioned and expreſſed in and by the ſaid Indenture of the Thirtieth of *June* One thouſand Six hundred and Eighty-three, concerning the ſame; and as to, for, and concerning, the ſaid Meſſuages, Lands, Tenements, and Hereditaments, within the ſame Manor or Townſhip of *Brereton*, ſet apart by the ſaid *Cholmley Turner*, in Lieu and Compenſation of the ſaid Three thouſand Pounds, as aforeſaid, and by this Act veſted in the Governor, Brethren and Siſters, Viſitor, Maſter, and Uſher, of the Hoſpital and Free-School of *Turner*'s Hoſpital, and Free-School of the Foundation of Sir *William Turner*, Knight, their Succeſſors and Aſſigns, to the Intent and Purpoſe that the ſame ſeveral Premiſes ſhall, for ever hereafter, be and remain in them, their Succeſſors, and Aſſigns, for the Endowment and Support of the ſaid Free-School; and that the Rents, Iſſues, and Profits thereof, ſhall, from time to time, be paid, applied, and employed, for the Reparation and Suſtentation of the ſaid Free-School, and the Buildings thereunto belonging; and for the Maintenance and Support of the ſame Maſter and Uſher, for ever.

And be it further Enacted, by the Authority aforeſaid, That the ſaid *William Turner*, now Lord of the ſaid Manor of *Kirkleatham*, during his natural Life; and after his Deceaſe, the Perſon and Perſons who, for the Time being, ſhall be ſeiſed of the Freehold or Inheritance in Poſſeſſion of the ſame Manor or Lordſhip of *Kirkleatham*, ſhall be the Governor and Governors of the ſaid Hoſpital, and Viſitor and Viſitors of the ſaid Free-School, and ſhall have full Power, from time to time, when and as often as any Vacancy ſhall happen in the ſaid Hoſpital, by Death, or otherwiſe, to nominate, appoint, and admit therein, ſuch other Perſon and Perſons as he or they ſhall approve of, and judge to be proper Objects of the ſaid Charity; and alſo, when and as often as the Place of Maſter or Uſher of the ſaid Free-School ſhall happen to be void, by Death or otherwiſe, to nominate and appoint ſome learned and diſcrete Perſon and Perſons to be Maſter and Uſher of the ſaid School; and likewiſe that he the ſaid *William Turner*, and the Lords or Owners of the ſaid Manor or Lordſhip of *Kirkleatham* aforeſaid, for the Time being, ſhall and may, from time to time, and at all times for ever hereafter, nominate and appoint all and all manner of Officers, Miniſters, and Servants, for the better ordering and managing of the Revenues and Poſſeſſions, and of the Affairs of the ſaid Hoſpital and Free-School; and at his and their Pleaſure remove, diſplace, and ſupply, ſuch Officers, Miniſters, and Servants, and appoint and determine ſuch Salaries, Perquiſites, or other Rewards, for their Labour or Service therein, as he and they ſhall approve of, and think meet.

And be it further Enacted, by the Authority aforeſaid, That the ſaid *William Turner*, and the Governors of the ſaid Hoſpital, and Viſitors of the ſaid Free-School, for the Time being, ſhall and may, from time to time, make, ordain, and conſtitute, ſuch reaſonable By-laws, Conſtitu-

tions, and Ordinances, for the better Government of the Corporation by this Act erected, and touching and concerning the Nomination, Deprivation, Removal, Order, and Direction, of the ſaid Schoolmaſter and Uſher, Brethren and Siſters; and alſo for the ordering, governing, preſerving, and diſpoſing, of the Poſſeſſions and Revenues of the ſaid Hoſpital and Free-School, as to the ſaid *William Turner* and his Succeſſors, Governors and Viſitors thereof, ſhall ſeem neceſſary and convenient; and the ſame By-laws, Conſtitutions, and Ordinances, ſo made, to put in Uſe accordingly, and at his and their Will and Pleaſure to revoke, change, and alter, the ſame; which ſaid By-laws, Conſtitutions, and Ordinances, ſo as aforeſaid made, ſhall be duly kept and obſerved; ſo always as ſuch By-laws, Conſtitutions, and Ordinances, be reaſonable, and not contrary or repugnant to the Statutes or Cuſtoms of this Kingdom.

And be it further Enacted, by the Authority aforeſaid, That the ſaid Ten ſeveral Leaſes, herein before recited or mentioned to bear Date the Twenty-ſixth Day of *February* One thouſand Seven hundred and Forty, and to be made by the ſaid *Cholmley Turner*, to the ſaid *Thomas Fawell*, *John Denniſon*, *Benjamin Neeſham*, *George Armſtrong*, *Margaret Staindrop*, Widow, *Chriſtopher Flintoft*, *William Taylor*, *Henry Sanderſon*, *John Buttery*, and *William Jackſon*, their Executors, Adminiſtrators, and Aſſigns, of the ſeveral Lands and Tenements therein compriſed; and the ſaid Term of Twenty-one Years thereby reſpectively granted, and all and every the Agreements, Covenants, and Proviſoes, therein reſpectively contained and mentioned are hereby eſtabliſhed and made effectual, and ſhall be and be deemed, adjudged, and taken, to be good, effectual, and binding, in Law, to all Intents and Purpoſes whatſoever, according to the Tenor, Contents, and true Meaning thereof; and that the ſeveral other Acts done by them the ſaid *Charles Turner* and *Cholmley Turner*, reſpectively relating to to, or any-ways concerning, the ſaid Charities, be, and the ſame are hereby, confirmed and eſtabliſhed.

And be it further Enacted, by the Authority aforeſaid, That this Act ſhall be deemed and taken to be a Publick Act: And Notice ſhall be taken thereof as ſuch in all Courts of Juſtice, and elſewhere; and ſhall and may be given in Evidence, on the Trial or Hearing of any Iſſue or Cauſe whatſoever, without ſpecially pleading of the ſame.

Saving always to the KING's moſt Excellent MAJESTY, his Heirs and Succeſſors, and all and every other Perſon and Perſons, Bodies Politick and Corporate, his, her, and their Heirs, Succeſſors, Executors, and Adminiſtrators, (Other than and except the ſaid *Phillippus Willem Caſimir Van Straubenzee*, and *Jane* his Wife, and her Heirs; and all and every other Perſon or Perſons claiming or to claim by, from, or under, the ſaid Sir *William Turner*, *John Turner*, *Charles Turner*, and *Cholmley Turner*, or any of them, any Eſtate, Right, Title, or Intereſt, of, into, or out of, any Manors, Lands, Tenements, Hereditaments, or real or perſonal Eſtate, given, granted,

granted, ſettled, appropriated, charged, or made liable, to the ſeveral charitable Uſes and Purpoſes herein before-mentioned and intended to be hereby ratified, eſtabliſhed, and confirmed); All ſuch Eſtates, Right, Title, Intereſt, Claims, and Demands, either at Law or in Equity, of, into, and out of, the Manors, Lands, Tenements, Rents, Annuities, and other Hereditaments, veſted, charged, or any-ways affected by this Act, as he, ſhe, they, or any of them, had, or were intitled to, before the paſſing this Act; or could or might have had and enjoyed, in caſe the ſame had not been made.

An ACT *for Settling the ſeveral Charities of the Hoſpital and Free-School at* Kirkleatham, *in the County of* York, *of the Foundation of Sir* William Turner, *Knight, deceaſed, and the Poſſeſſions and Revenues thereunto belonging, purſuant to the Will and Codicil of* Cholmley Turner, *late of* Kirkleatham *aforeſaid, Eſquire.*

31 Geo. II. c. 17.

No. 17

AN

ACT

TO ENABLE

CHARLES BAGOT, *now called* CHARLES CHESTER, *and his Sons, to take the Sirname of* CHESTER; *and for Carrying an Agreement therein-mentioned into Execution.*

WHEREAS by Virtue of one Indenture Tripartite, of Bargain and Sale, inrolled in the High Court of Chancery, bearing Date the 23d Day of *December*, 1757, and made, or mentioned to be made, between Sir *Walter Wagſtaffe Bagot*, of *Blithfield*, in the County of *Stafford*, Baronet, and *William Bagot*, Eſq; eldeſt Son and Heir apparent of the ſaid Sir *Walter Wagſtaffe Bagot*, by the Hon. Lady *Barbara* his Wife, of the firſt Part; *John Dighton*, of *Staple* Inn, in the County of *Middleſex*, Gentleman, of the ſecond Part; and *Peter Bonnin*, of *Staple* Inn aforeſaid, Gentleman of the third Part, and of two common Recoveries ſuffered, in Purſuance thereof, as of *Hilary* Term laſt paſt, before the Date hereof, All thoſe the Manors or Lordſhips, or reputed Manors or Lordſhips, of *Blithfield*, *Field*, *Bagots*—*Bromley*, *Blithbury*, *Colton*, otherwiſe called the Manor of of *Little Hay in Colton*, with their and every of their Rights, Members, and Appurtenances, ſituate, lying, and being in the ſaid County of *Stafford*; and the third Part of the Manor of *Leigh*, with its Rights, Members, and Appurtenances, ſituate, lying, and being in the ſaid County of *Stafford*: And alſo, all the fifth Part of the Manor of *Newton*, with its Rights, Members, and Appurtenances, ſituate, lying, and being in the ſame County: And alſo, the Advowſon of the Church of *Leigh* aforeſaid, together with all Meſſuages, Cottages, Barns, Stables, Mills, Dove-houſes, Buildings, Gardens, Orchards, Parks, Lands, Meadows, Paſtures, Leaſows, Woods, Underwoods, Heaths, Courts Leet and Courts Baron, view of Frank-Pledge, Piſcaries, Ways, Waters, Water-courſes, Moors, Commons, Rents, Reverſions, Services, Liberties, Franchiſes, Juriſdictions, Privileges, Eaſements, Profits, and Hereditaments, of them, the ſaid Sir *Walter Wagſtaffe Bagot* and *William Bagot*, or either of them, to the ſaid Manors and Premiſes, or any of them belonging or reputed, or taken to be Part, Parcel, or Member thereof. And all other the Manors, Meſſuages, Lands, Tenements, and Hereditaments whatſoever, of them the ſaid Sir *Walter Wagſtaffe Bagot* and *William Bagot*, or either of them, ſituate, lying, renewing, and being within the Precincts and Territories of *Blithfield*, *Bromley*—*Bagots*, *Colton*, *Field*, *Blithbury*, *Newton*, and *Leigh* aforeſaid; and in *Bromley-Pagetts*, otherwiſe *Bromley-Abbots*, *Greatwich*, *Admaſton*, *Leigh* Heath, and *Dunſtall*, in the ſaid County of *Stafford*, or elſewhere in the ſaid County of *Stafford* (other than and except a Tenement with its Appurtenances, ſituate

and

and being in the Pariſh of *Uttoxeter*, in the ſaid County of *Stafford*, now or late in the Holding of *Charles Bagot*, Eſq; and *Hollyer*, Clerk, or one of them). And alſo, all that the Manor or Lordſhip of *Tachbrooke*, alias *Tachbrook-Mallory*, alias *Wagſtaffe-Tachbrook*, in the County of *Warwick*, with the Rights, Members, and Appurtenances thereof: And all that the Manor or Lordſhip of *Tachbroke Epiſcopi*, alias *Biſhops-Tachbrooke*, alias *Fiſhers-Tachbrooke*, in the ſaid County of *Warwick*, with the Rights, Members, and Appurtenances thereof: And all thoſe Manors or Lordſhips of *Witnach*, alias *Whitnich*, and *Aſhorne*, in the ſaid County of *Warwick*, with the reſpective Rights, Members, and Appurtenances thereof: And all that capital Meſſuage, late of Sir *Thomas Wagſtaffe*, Knight, deceaſed, in *Tachbrooke*, alias *Tachbrook-Mallory*, alias *Wagſtaffe-Tachbrooke* aforeſaid, with all the demeſne Lands thereto belonging, or therewith now, or at any Time heretofore, uſed and enjoyed, with their and every of their Appurtenances: And all that capital Meſſuage or Tenement in *Jurry Street*, in or near the Town or Borough of *Warwick*, in the ſaid County of *Warwick*, with its Appurtenances; and all Meſſuages, Cottages, Mills, Meadows, Paſtures, Leaſows, Woods, Underwoods, Courts Baron and Courts Leet, view of Frank-Pledge, Ways, Waters, Water-courſes, Waſtes, Commons, Rents, Services, Liberties, Franchiſes, Profits, Commodities, Lands, Tenements, and Hereditaments whatſoever, to the ſaid Manors or Premiſſes, or any of them belonging, or reputed, or taken to be Part, Parcel, or Member thereof: And all other the Manors, or reputed Manors, capital Meſſuages, and other Meſſuages, Lands, Tenements, and Hereditaments whatſoever, of them the ſaid Sir *Walter Wagſtaffe Bagot*, and *William Bagot*, or either of them, whereof or wherein they, or either of them, have, or ought to have, either in Law or Equity, any Eſtate of Freehold or Inheritance, in Poſſeſſion, Remainder, or Expectancy, ſituate or being, or to be had or taken, within the ſeveral Manors, Pariſhes, Townſhips, Vills, Hamlets, Territories, or Precincts of *Tachbrooke*, *Tachbrook-Mallory*, alias *Wagſtaffes-Tachbrooke*, *Tachbrooke Epiſcopi*, alias *Biſhops-Tachbrooke*, alias *Fiſhers-Tachbrooke*, *Witnach*, alias *Whitnich*, *Aſhorne-Warwick*, or elſewhere within the ſaid County of *Warwick* (other than a Moiety of the Rectory and Tythes of *Harbury*, alias *Herberbury*, in the ſaid County of *Warwick*); and the Reverſion, and Reverſions, Remainders, and Remainders, Rents, Iſſues and Profits of all and ſingular the ſaid Manors, Lands, Hereditaments, and Premiſſes, with the Appurtenances, and all the Eſtate, Right, Title, Uſe, Truſt, Intereſt, Poſſeſſion, Property, Claim and Demand whatſoever, both at Law and in Equity, of them the ſaid Sir *Walter Wagſtaffe Bagot*, and *William Bagot*, and each of them, of, in, to, and out of the ſaid Manors, Hereditaments, and Premiſſes, or any of them, or any Part or Parts of them, or any of them, were, for the Conſiderations therein mentioned, granted, conveyed, limited, and aſſured, to the Uſe of ſuch Perſon or Perſons, and for ſuch Eſtate or Eſtates, upon ſuch Truſts, and to and for ſuch Intents and Purpoſes, and with, under, and ſubject to ſuch Limitations, Powers, Proviſo's, Conditions, Declarations and Agreements, as they, the ſaid Sir *Walter Wagſtaffe Bagot*, and *William Bagot*, by any Deed or Deeds, Writing or Writings, to be by them duly ſealed and delivered, in the Preſence of two or more credible Witneſſes, ſhould declare, direct, limit, or appoint; and in the mean Time, and until ſuch Declaration, Direction, Limitation or Appointment ſhould be made, or in Default thereof, or in Caſe any ſuch ſhould be, when, and ſo ſoon as the Eſtates thereby limited and appointed, ſhould reſpectively end and determine, to ſuch and the ſame Uſes, upon ſuch and the ſame Truſts, and charged in the ſame Manner as the ſaid Manors or Lordſhips, Meſſuages, Mills, Lands,

Lands, Tenements, Advowſon, Tythes, Hereditaments, and Premiſſes, then ſtood, ſettled, limited and charged, immediately before the Sealing and Delivery thereof.

And whereas Sir *Charles Bagot Cheſter*, late of *Chichley*, in the County of *Bucks*, Baronet, deceaſed, made his laſt Will and Teſtament in Writing, bearing Date the 21ſt Day of *May*, in the Year of Our Lord 1755, and thereby gave and deviſed all and every his Manors, Lordſhips, Advowſons, Meſſuages, Lands, Tenements, Hereditaments, and real Eſtate whatſoever, whereof or wherein he, or any Perſon or Perſons in Truſt for him, then had any Eſtate of Freehold or Inheritance, in Poſſeſſion, Reverſion, Remainder, or Expectancy, with their and every of their Appurtenances, unto *Aſheton Curzon*, of *Hagley*, in the County of *Stafford*, Eſq; *John March*, jun. Eſq; Son of *Henry March*, of *Mark-Lane*, *London*, Eſq; *Richard Wilbraham*, of *Lincoln's* Inn, in the County of *Middleſex*, Eſq; and the ſaid *John Dighton*, by the Name of Deſcription of *John Dighton*, of *Southampton* Buildings, *Chancery-Lane*, in the ſaid County of *Middleſex*, Gentleman, and their Heirs, to the Uſe of them and their Heirs, upon Truſt, that they, the ſaid *Aſheton Curzon*, *John March*, *Richard Wilbraham*, and *John Dighton*, and the Survivor and Survivors of them, and the Heirs of ſuch Survivor, ſhould, with all convenient Speed, after his Deceaſe, abſolutely ſell, convey, and diſpoſe of ſo much and ſuch Part of the Manors, Meſſuages, Lands, Hereditaments, and Premiſſes, ſo deviſed, as aforeſaid, and the Fee Simple and Inheritance thereof, as ſhould be ſufficient to raiſe Money to pay off and diſcharge the principal Sum and Sums of Money, which then was, or at the Time of his Deceaſe ſhould be, due and owing from him to *John Hervey*, Eſq; and Mrs. *Elizabeth Bouverie*, upon Mortgage, or any other Security whatſoever; and all Intereſt, which ſhould be due for the ſame, at the Time of Payment thereof, unto any Perſon or Perſons, his or their Heirs, either together or in Parcels, for ſuch Price and Prices in Money as to them his ſaid Truſtees, or the Survivor or Survivors of them, or his Heirs, ſhould ſeem reaſonable, and ſhould pay and apply the Money ariſing, and to be produced by ſuch Sale or Sales, in the firſt Place in Payment, Satisfaction and Diſcharge of the ſaid ſeveral Principles, Sums and Intereſt, ſo due and owing on the Mortgages or Securities before-mentioned, and afterwards in paying and defraying the Expences attending the making and compleating ſuch Sales and Conveyances; and in Caſe there ſhould be any ſurplus Money remaining after, and not applied and diſpoſed off for the Purpoſes aforeſaid, provided the ſame did not exceed the Sum of 500 *l.* His Will was, that the ſame ſhould fall into the Reſiduum of his perſonal Eſtate, for the Purpoſes therein after mentioned. But, if the ſame ſhould exceed the ſaid Sum of 500 *l.* then he willed and directed, that the ſame ſhould be laid out and inveſted in the Purchaſe of Lands, and ſettled to ſuch Uſes, and for ſuch Purpoſes, as the Reſidue of his real Eſtate was therein after ſettled; and in the mean Time, and until ſuch Sale or Sales, and Conveyances ſhould be made, as aforeſaid, the ſaid Truſtees, and the Survivor and Survivors of them, and the Heirs of ſuch Survivor, ſhould pay and apply ſo much of the Rents and Profits of the Premiſſes, ſo deviſed as aforeſaid, as ſhould be ſufficient to diſcharge and keep down the accruing Intereſt of the ſeveral principal Sums of Money, ſo directed to be paid off as aforeſaid; and ſhould permit and ſuffer the Reſidue and Surplus of the Rents and Profits, of the ſame Premiſſes, to be received and taken by ſuch Perſon and Perſons as ſhould for the Time being, be intituled to receive the ſame by Virtue of his Will. And as, to, for, and concerning ſo much and

ſuch

ſuch Part of the Manors, Lordſhips, Advowſons, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, ſo deviſed as aforeſaid, as ſhould not be ſold or diſpoſed of for the Purpoſes aforeſaid, his Will was, and he did thereby declare, that the ſaid Truſtees, and the Survivor and Survivors of them, and his Heirs, ſhould ſettle, convey, and aſſure the ſame to the Uſe and Intent, that *Francis Cheſter*, Eſq; and his Aſſigns, ſhould have and receive, during his Life, by and out of the ſaid Manors, Lands, Hereditaments and Premiſſes, one Annuity or yearly Sum of 300*l.* payable, as therein is mentioned, and ſubject thereto, and to the other Annuities, or yearly Sums therein after by him given, to the Uſe and Behoof of the ſaid *Charles Cheſter*, by his then Name and Deſcription of *Charles Bagot*, Eſq; ſecond Son of his Uncle, the ſaid Sir *Walter Wagſtaffe Bagot*, Baronet, and his Aſſigns, for and during the natural Life of the ſaid *Charles Cheſter*, without Impeachment of Waſte; Remainder to the Uſe of Truſtees and their Heirs, during the Life of the ſaid *Charles Cheſter*, in Truſt, to preſerve the contingent Remainders therein after limited: And after the Deceaſe of the ſaid *Charles Cheſter*, to the Uſe of the firſt, ſecond, third, and all and every other the Son and Sons of his Body, lawfully begotten or to be begotten ſucceſſively in Tail-male; and in default of ſuch Iſſue, to the Uſe of *Walter Bagot*, Eſq; third Son of the ſaid Sir *Walter Wagſtaffe Bagot*, for his Life, without Impeachment of Waſte, and from, and immediately after the Determination of that Eſtate, to the Uſe of the ſaid Truſtees and their Heirs, during his Life, in Truſt, to preſerve the contingent Remainders therein after limited: And after the Deceaſe of the ſaid *Walter Bagot*, to the Uſe of the firſt, and other Sons, of the Body of the ſaid *Walter Bagot*, lawfully to be begotten ſucceſſively in Tail-male; and in default of ſuch Iſſue, to the Uſe of *Richard Bagot*, Eſq; fourth Son of the ſaid Sir *Walter Wagſtaffe Bagot*, and his Aſſigns, for his Life, without Impeachment of Waſte; and after the Determination of that Eſtate, to the Uſe of the ſaid Truſtees and their Heirs during his Life, in Truſt, to preſerve the contingent Remainders: And after the Deceaſe of the ſaid *Richard Bagot*, to the Uſe of the firſt, and other Sons of the ſaid *Richard Bagot*, lawfully to be begotten ſucceſſively in Tail-male; and in default of ſuch Iſſue, to the Uſe of *Lewis Bagot*, Eſq; fifth Son of the ſaid Sir *Walter Wagſtaffe Bagot*, for his Life, without Impeachment of Waſte; and after the Determination of that Eſtate, to the Uſe of the ſaid Truſtees and their Heirs, during his Life, in Truſt, to preſerve the contingent Remainders therein after limited; and from, and after the Deceaſe of the ſaid *Lewis Bagot*, to the Uſe of the firſt, and other Sons of the Body of the ſaid *Lewis Bagot*, lawfully to be begotten ſucceſſively in Tail-male; and in default of ſuch Iſſue, to the Uſe of *Thomas Bagot*, Eſq; ſixth Son of the ſaid Sir *Walter Wagſtaffe Bagot*, and his Aſſigns, during his Life, without Impeachment of Waſte; and after the Determination of that Eſtate, to the Uſe of the ſaid Truſtees and their Heirs, during the Life of the ſaid *Thomas Bagot*, in Truſt, to preſerve the contingent Remainders; and after the Deceaſe of the ſaid *Thomas Bagot*, to the Uſe of the firſt, and other Sons of the ſaid *Thomas Bagot*, lawfully to be begotten ſucceſſively in Tail-male; and in default of ſuch Iſſue, to the Uſe of his, the Teſtator's own right Heirs: And the ſaid Teſtator, did thereby direct and declare, that the Manors, Meſſuages, Lands, and Hereditaments, therein before limited or deviſed to the ſaid *Charles Cheſter*, and the ſeveral other Perſons therein named, for their reſpective Lives, and to their reſpective Sons, and the Heirs Male of their reſpective Bodies, in the Order and Courſe therein before mentioned, were ſo limited and deviſed to them upon this expreſs Condition, that they, the ſaid *Charles Cheſter*, and the other Perſons therein named reſpectively,

ſpectively, and the Heirs Male of their reſpective Bodies, when and as they ſhould reſpectively come into the actual Poſſeſſion of the ſame Premiſſes, or be intituled to the Rents and Profits thereof, by Virtue of that his Will, ſhould aſſume, have Uſe, and take upon himſelf and themſelves reſpectively, the Sirname of *Cheſter* only, and ſhould in all Deeds, Writings, Letters, and other Inſtruments of Writing, be called and ſtiled by the Sirname of *Cheſter* only, and ſet, ſubſcribe, and write his and their Sirname *Cheſter* only, to all and every ſuch Deeds, Writings and Inſtruments. And whereas the ſaid Sir *Charles Bagot Cheſter* departed this Life on or about the 24th Day of *May*, 1755, without revoking or altering his ſaid Will; and the ſaid *Charles Bagot*, in Purſuance of, and in Obedience to the Direction of the ſaid Teſtator, hath, ſince his Death, taken upon himſelf, and been called by the Sirname of *Cheſter* only. And whereas by Indenture, bearing Date the 9th Day of *February*, 1758, and made between the ſaid Sir *Walter Wagſtaffe Bagot*, and *William Bagot*, of the one Part, and the ſaid *Charles Cheſter* of the other Part; after taking Notice of the ſaid Indenture Tripartite, of the 23d Day of *December*, 1757, and the Will of the ſaid Sir *Charles Bagot Cheſter* herein before-mentioned; and that the ſaid Sir *Walter Wagſtaffe Bagot* and *William Bagot* were deſirous that the ſaid Eſtate of the ſaid Sir *Walter Wagſtaffe Bagot* and *William Bagot*, which was of much greater Value then the Eſtate ſo deviſed by the ſaid Sir *Charles Bagot Cheſter*, the ſame being only of the yearly Value of 3349*l.* 19*s.* 1½, and no more ſubject to ſeveral Mortgages, amounting to 21000 *l.* and upwards, and other Incumbrances, together with the Name and Title of Sir *Walter Wagſtaffe Bagot*, ſhould go, and be connected, and united together, and be held and enjoyed ſeperate and diſtinct from the Eſtate of the ſaid Sir *Charles Bagot Cheſter*, and be ſettled on the ſaid *Charles Cheſter*, and his Iſſue Male in Remainder, expectant on the Death of the ſaid *William Bagot*, and Failure of Iſſue Male of his Body, with ſuch Remainders over as are therein mentioned: And that the ſaid Sir *Charles Bagot Cheſter*'s Eſtate, with the Name of that Family, ſhould go and remain to the next Brother of the ſaid *Charles Cheſter*, and ſo on in Succeſſion to the ſeveral Sons of the ſaid Sir *Walter Wagſtaffe Bagot*, and their Iſſue Male, in the ſame Manner as is directed by the Will of the ſaid Sir *Charles Bagot Cheſter*; which could not be done, unleſs the ſaid *Charles Cheſter*, and his Iſſue Male, and the ſeveral Perſons to whom the Eſtate of the ſaid Sir *Charles Bagot Cheſter*, was ſo deviſed and limited in Remainder, as aforeſaid, were impowered when, and as they ſhould reſpectively become intituled to the Eſtate of the ſaid Sir *Walter Wagſtaffe Bagot*, to relinquiſh the Name of *Cheſter*, and the Eſtate of the ſaid Sir *Charles Bagot Cheſter*, deviſed as aforeſaid, ſubject to the Incumbrances charged thereon, to the Perſon who would, in that Caſe, be intituled as the next in Remainder, in the Limitations of the Eſtate of the ſaid Sir *Charles Bagot Cheſter*, by his Will as aforeſaid, and alſo to aſſume, and take upon him and them the Name of *Bagot* only. It is wineſſed and agreed, and the ſaid *Charles Cheſter* did thereby conſent, agree, and declare, with the ſaid Sir *Walter Wagſtaffe Bagot*, and *William Bagot*, that in Conſideration of a Settlement to be made by the ſaid Sir *Walter Wagſtaffe Bagot*, and *William Bagot*, of the ſaid Eſtate of the ſaid Sir *Walter Wagſtaffe Bagot*, on the ſaid *Charles Cheſter*, and his Iſſue Male in Remainder, expectant on the Deceaſe of the ſaid Sir *Walter Wagſtaffe Bagot*, and *William Bagot*; and Failure of Iſſue Male of the Body of the ſaid *William Bagot*, in Manner therein after-mentioned, in Lieu, Satisfaction and Compenſation for the Eſtate deviſed, as aforeſaid, by the ſaid Sir *Charles Bagot Cheſter*, the ſaid *Charles Cheſter* would apply for, and endeavour to obtain, an Act of Parliament to impower him and his Iſſue Male, when, and as they or any of them ſhould reſpectively become

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intituled to the Eſtate of the ſaid Sir *Walter Wagſtaffe Bagot*, under the Limitations of the Settlement ſo to be made as aforeſaid, to take upon him and them the Name of *Bagot*, and to give up and relinquiſh the Eſtate deviſed, as aforeſaid, by the ſaid Sir *Charles Bagot Cheſter*, and the Name of *Cheſter*, or ſo much thereof as ſhould remain unſold, after paying off the Incumbrances charged thereon, unto the next Perſon in Remainder, who would then be intituled to the Eſtate, deviſed as aforeſaid, by the ſaid Sir *Charles Bagot Cheſter* in Remainder, under the Will of the ſaid Sir *Charles Bagot Cheſter*, in Caſe of the Death of the ſaid *Charles Cheſter*; and alſo to impower ſuch Perſon in Remainder, to take and aſſume upon him and them, the Name of *Cheſter* only: To the End and Intent, that the two ſeveral Eſtates of the ſaid Sir *Walter Wagſtaffe Bagot*, and Sir *Charles Bagot Cheſter*, might not be united, poſſeſſed, and enjoyed, by one and the ſame Perſon, at one and the ſame Time, until all the Limitations in the Will of the ſaid Sir *Charles Bagot Cheſter* were ſpent and determined. In Conſideration whereof, the ſaid Sir *Walter Wagſtaffe Bagot*, and *William Bagot*, did thereby, for themſelves, their Heirs, Executors and Adminiſtrators, covenant and agree, with the ſaid *Charles Cheſter*, that they, their Heirs or Aſſigns, ſhould, and would, ſo ſoon after ſuch Act of Parliament ſhould be obtained, and the Royal Aſſent ſhould be given thereto, as the ſame could be done by ſuch Conveyances and Aſſurances, as ſhould be adviſed, ſettle and aſſure the Whole of the ſaid Eſtate of the ſaid Sir *Walter Wagſtaffe Bagot*, on the ſaid *Charles Cheſter*, and his Iſſue Male, and all other Perſons claiming under the Will of the ſaid Sir *Charles Bagot Cheſter*, in ſuch and the ſame Manner as the Eſtate of the ſaid Sir *Charles Bagot Cheſter*, was thereby ſettled and limited, with the ultimate Remainder, or Reverſion in Fee, in ſuch Manner, as the ſaid Sir *Walter Wagſtaffe Bagot*, and *William Bagot* ſhould think proper. And whereas, the ſaid *Charles Cheſter* is ſatisfied it would be greatly for the Benefit and Advantage of him, and his Iſſue Male, that the ſaid Propoſal and Agreement ſo made, as aforeſaid, ſhould be carried into Execution; but by Reaſon of the Limitations contained in the Will of the ſaid Sir *Charles Bagot Cheſter*, the ſame cannot now be done, without the Aid and Authority of Parliament. Wherefore, Your Majeſty's moſt dutiful and loyal Subjects, the ſaid *Charles Bagot*, now called *Charles Cheſter*, Sir *Walter Wagſtaffe Bagot*, and *William Bagot*, do moſt humbly beſeech your Moſt Excellent Majeſty, that it may be Enacted, and be it enacted by the King's moſt Excellent Majeſty, by, and with the Advice and Conſent of the Lords Spiritual and Temporal, and Commons in this preſent Parliament aſſembled, and by the Authority of the ſame, that it ſhall and may be lawful to and for the ſaid *Charles Bagot*, now called *Charles Cheſter*, to take upon himſelf, and continue to uſe the Sirname of [*Cheſter*] only, and call himſelf by that Sirname only, and accordingly write himſelf, and be ſtiled and called by that Sirname only, in all Deeds, Writings, Letters, and other Inſtruments of Writing; and that all and every the Son and Sons of the ſaid *Charles Bagot*, now called *Charles Cheſter*, and the Heirs Male of their reſpective Bodies; and alſo the ſaid *Walter Bagot*, *Richard Bagot*, *Lewis Bagot*, and *Thomas Bagot*, reſpectively, and the Heirs Male of their reſpective Bodies, when, and as they reſpectively ſhall come into, and be in Poſſeſſion of the Manors, Lands, and Hereditaments, ſo deviſed by the Will of the ſaid Sir *Charles Bagot Cheſter*, as aforeſaid, by Virtue of the ſame Will, and until they ſhall ſeverally become ſeized of, or entituled to the Manors, Lands, and Hereditaments, ſo agreed to be ſettled by the ſaid Sir *Walter Wagſtaffe Bagot*, and *William Bagot*, as aforeſaid, ſhall uſe, aſſume, and take upon him and themſelves reſpectively, the Sirname of [*Cheſter*] only, and own, and call him and themſelves, and be called by that Sirname only, and

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ſhall in all Deeds, Writings, Letters, and other Inſtruments of Writing, be called and ſtiled by the Sirname of [*Cheſter*] only, and ſet, ſubſcribe, and write, his and their Sirname and Sirnames [*Cheſter*] only, to all and every ſuch Deeds, Writings, Letters and Inſtruments. **And it is hereby further enacted and declared by the Authority aforeſaid,** That it ſhall and may be lawful, to and for the ſaid *Charles Bagot*, now called *Charles Cheſter*, and all and every the Son and Sons of his Body, and the Heirs Male of their reſpective Bodies; and alſo to and for the ſaid *Walter Bagot*, *Richard Bagot*, *Lewis Bagot*, and *Thomas Bagot*, and their reſpective Son and Sons, and the Heirs Male of their reſpective Bodies, when, and as they ſhall reſpectively become entituled to the Manors, Lands, Hereditaments, and real Eſtate of the ſaid Sir *Walter Wagſtaffe Bagot*, comprized in the Indenture Tripartite, and Recoveries herein before recited and referred to; and they are hereby authorized and required to uſe, aſſume, and take upon him and themſelves, reſpectively, the Sirname of [*Bagot*] only, and own, and call him and themſelves, and be called by that Sirname only; and accordingly ſhall in all Deeds, Writings, Letters, and other Inſtruments in Writing, be called and ſtiled by the Sirname of [*Bagot*] only, and ſet, ſubſcribe, and write, his and their Sirname and Sirnames [*Bagot*] only, to all and every ſuch Deeds, Writings, Letters, and Inſtruments.

And it is hereby further enacted and declared by the Authority aforeſaid, That in caſe the ſaid *Charles Bagot*, now called *Charles Cheſter*, or any Son or Sons of his Body, or the Heirs Male of their reſpective Bodies, or the ſaid *Walter Bagot*, *Richard Bagot*, *Lewis Bagot*, or *Thomas Bagot*, or any of their Son or Sons, or any of the Heirs Male, of their reſpective Bodies, ſhall become ſeized of, or entituled, to the Manors, Lands, Hereditaments, and real Eſtate, of the ſaid Sir *Walter Wagſtaffe Bagot*, ſo agreed to be ſettled as aforeſaid; then and in any of the ſaid Caſes, the Name of [*Cheſter*], and the Manors, Lands Hereditaments, and real Eſtate, of the ſaid Sir *Charles Bagot Cheſter*, ſo deviſed by his Will as aforeſaid (ſubject to the Incumbrances thereon, if any, as herein before is mentioned) ſhall, and may, from Time to Time, veſt in, and be given up, to the ſaid *Walter Bagot*, *Richard Bagot*, *Lewis Bagot*, or *Thomas Bagot*, or to their Sons ſucceſſively, or to the Heirs Male of their reſpective Bodies, who ſhall be next intituled in Remainder: By Virtue of the Limitations, contained in the Will, of the ſaid Sir *Charles Bagot Cheſter*, as aforeſaid, and the ſaid *Walter Bagot*, *Richard Bagot*, *Lewis Bagot*, and *Thomas Bagot*, and their Sons ſucceſſively, and the Heirs Male of their reſpective Bodies, ſhall, and may, and they are hereby enabled, and impowered to enter into, have, hold, occupy, poſſeſs and enjoy, the ſaid Manors, Lands, Hereditaments, and real Eſtate of the ſaid Sir *Charles Bagot Cheſter*, for ſuch and the ſame Eſtates and Intereſts, and with, and under ſuch and the ſame Powers, and in ſuch, and the ſame Manner and Form, as they would reſpectively be intituled to hold and enjoy the ſame, under or by Virtue of the Will of the ſaid Sir *Charles Bagot Cheſter*. **Provided always, and it is hereby further enacted and declared,** That the Alteration or Change of the Sirname of any of the Perſons authorized, or required by this Act, to take and uſe the Sirname of [*Cheſter*] or [*Bagot*] only, ſhall not in any wiſe defeat, prevent, prejudice, or interrupt the Deſcent of any Manors, Lands, Tenements, Rents, or Hereditaments, which they, or any of them, are or may be intitled to, or defeat, prevent, prejudice, or interrupt any Right or Title to them, or any of them accrued, or to accrue in, or to any real or perſonal Eſtate, by any Purchaſe, Limitation, Deviſe, Gift, or Bequeſt, in or by any other Name, Title or Deſignation whatſoever. But that they, and every of them, ſhall, and may have, and take all ſuch Eſtates, Rights, Intereſts, Benefit and Advantage by ſuch Deſcent, Purchaſe, Limitation,

tation, Gift, or Bequeſt, or otherwiſe as they, every, or any of them reſpectively, could or might have done, in caſe this Act had not been made, any Thing herein contained to the contrary thereof in any wiſe notwithſtanding. Saving always to the King's moſt Excellent Majeſty, his Heirs and Succeſſors, and the Right Heirs of the ſaid Sir *Charles Bagot Cheſter*, and to all, and every other Perſon and Perſons, Bodies Politic and Corporate, his, her, and their Heirs, Succeſſors, Executors and Adminiſtrators (other than and except the ſaid *Charles Bagot*, now called *Charles Cheſter*, *Walter Bagot*, *Richard Bagot*, *Lewis Bagot*, and *Thomas Bagot*, and the firſt, and other Sons of their reſpective Bodies, to be begotten, and the Heirs Male of the reſpective Bodies of ſuch Sons, lawfully to be begotten) all ſuch Eſtate, Right, Title, Intereſt, Claim and Demand whatſoever, of, into, or out of the Manors, Meſſuages, Lands, Tenements, Hereditaments, and Premiſſes, ſo deviſed by the Will of the ſaid Sir *Charles Bagot Cheſter*, as aforeſaid, or any Part thereof, as they, every, or any of them, had before the paſſing of this Act, or could, or might have held, or enjoyed the ſame, in Caſe this Act had not been made.

AN

ACT

To enable CHARLES BAGOT, *now called* CHARLES CHESTER, *and his Sons, to take the Sirname of* CHESTER; *and for Carrying an Agreement therein-mentioned into Execution.*

K Great Brit. - George II
15
No 18
31 Geo. II - c. 18.

An ACT *for Veſting in* William Read, *Eſquire, and his Heirs, ſeveral intailed Eſtates in the County of* York, *in order that the ſame may be ſold; and for the Settling another Eſtate in the ſaid County of* York *to the like Uſes.*

WHereas *John Read* late of the City of *York*, Eſquire, and One of the Aldermen of the ſaid City, was, in his Life-time, and at the Time of his Death, ſeiſed of and in One undivided Fourth Part of the Manor or Lordſhip of *Sand Hutton*, in the County of *York*, and of divers Lands, Tenements, and Hereditaments, at *Sand Hutton* aforeſaid; and alſo of and in divers Freehold Meſſuages, Farms, Lands, Tenements, and Hereditaments, ſituate, lying, and being, at *Whixley*, *Little Ouſeborne* otherwiſe *Little Ouſeburne*, *Minſkip*, *Arkendale*, *Harnby* otherwiſe *Harmby*, *Scruton*, *Bolton*, and *Claxton*, in the County of *York*, herein after-mentioned and deſcribed; and, being ſo ſeiſed, made his laſt Will and Teſtament in Writing, bearing Date the Twenty-ſixth Day of *December* One thouſand Seven hundred and Fifty-three; and thereby, after having given ſeveral Annuities, and charged his Eſtate at *Sand Hutton* with the Payment thereof, he gave and deviſed to his Couſin *William Read* all his Eſtate at *Sand Hutton* aforeſaid (ſubject nevertheleſs to the ſaid ſeveral Annuities and Charges thereon, therein before given and made), and all other his Freehold Lands, Tenements, Hereditaments, and Eſtate, whatſoever and whereſoever, not therein before diſpoſed of, for the Term of his natural Life; Remainder to Truſtees, and their Heirs, during his Life, in Truſt to preſerve the contingent Remainders; and, after his Deceaſe, to the Uſe of the Firſt and every other Son of his Body ſucceſſively in Tail Male; Remainder to *Wilberfoſs Read* of *Grimthorpe*, for his Life, with the like Proviſion for preſerving the contingent Remainders; and, after his Death, to the Firſt and every other Son of his Body ſucceſſively in Tail Male, with the Remainder or Reverſion in Fee to the right Heirs of the Teſtator; and with a Power for the ſaid *William Read*, as he ſhould come into the actual Poſſeſſion of the Premiſes thereby to him deviſed, to make a Jointure or Jointures thereof, or any Part thereof, to ſuch Woman or Women as he ſhould marry, proportionable to the Fortune or Fortunes ſuch Woman or Women ſhould bring; and he made the ſaid *William Read* Executor of his ſaid Will:

And whereas the ſaid *John Read* the Teſtator died ſoon after the making his ſaid Will, leaving the ſaid *William Read* his Couſin and Heir at Law; and the ſaid

William Read and *Wilberfoſs Read* are both living, unmarried, and without Iſſue:

And whereas the ſaid *William Read* hath purchaſed of *Henry Brewſter Darley*, Eſquire, the undivided Moiety, or Two Fourth Parts, of the ſaid Manor or Lordſhip of *Sand Hutton*, and alſo divers Meſſuages, Lands, Tenements, and Hereditaments, within the ſaid Manor or Lordſhip, for the Sum of Six thouſand and Two hundred Pounds; and, by Indentures of Leaſe and Releaſe, bearing Date, reſpectively, the Twenty-ſixth and Twenty-ſeventh Days of *December* One thouſand Seven hundred and Fifty-ſeven, and made, or mentioned to be made, between the ſaid *Henry Brewſter Darley* of the one Part, and the ſaid *William Read* of the other Part, in Conſideration of the Sum of Six thouſand and Two hundred Pounds, in the ſaid Indenture of Releaſe mentioned to be paid to the ſaid *Henry Brewſter Darley*, by the ſaid *William Read*, he the ſaid *Henry Brewſter Darley* did grant, releaſe, and convey, unto the ſaid *William Read*, and his Heirs, All that Moiety, or undivided Half-part of all that the Manor or Lordſhip of *Sand Hutton* aforeſaid, and all Shares, Parts, and Purparties, of or belonging thereto, with the Appurtenances, and all thoſe ſeveral Meſſuages, Cottages, Farms, Lands, Cloſes, Grounds, Hereditaments, and Premiſes, therein after-mentioned; that is to ſay, All that Houſe and Garth, and all thoſe Three Cloſes of Land called *Fox Cloſes*, one other Cloſe called *Little Fox Cloſe*, and Four other Cloſes called *Broad Acres*, containing in the Whole Sixty Acres and Thirty-two Perches, be the ſame more or leſs, and then in the Tenure or Occupation of *Richard Graves*, as Tenant to the ſaid *Henry Brewſter Darley*; alſo one other Houſe and Garth, Three other Cloſes called *Kiſſthornes*, Three other Cloſes called *Appleby Cloſes*, and one other Cloſe called *Fox Cloſe*, containing in the Whole Sixty-one Acres One Rood and Twenty-four Perches, be the ſame more or leſs, and then in the Tenure or Occupation of Widow *Harper*, as Tenant to the ſaid *Henry Brewſter Darley*; and alſo one other Houſe and Garth, and all thoſe Cloſes called *Calf Cloſe*, *Garth Endsfield*, *Grayſton Cloſe*, Two Cloſes called *Wheycarrs*, one other Cloſe called *Aldby Field*, and one other Cloſe called *Inſike Paſture*, containing in the Whole Fifty Acres Three Roods and Thirteen Perches, be the ſame more or leſs, and then in the Tenure or Occupation of *Lewis* and Widow *Arnit* otherwiſe *Arnell*, as Tenants to the ſaid *Henry Brewſter Darley*; and alſo one other Houſe and Garth, and all thoſe Cloſes called *Far Scroggs*, the *Middle Scroggs*, the *Near Scroggs*, the *Two Little Cloſes*, *Aldby Field*, *Catt Moors*, *High Moors*, and Two other Cloſes called *Catt Moors*, containing in the Whole Fifty-five Acres Two Roods and Thirty-nine Perches, be the ſame more or leſs, and then in the Tenure or Occupation of *William Lea*, as Tenant to the ſaid *Henry Brewſter Darley*; and alſo all that one other Houſe and Garth, and all that Parcel of Ground called the *Garth*, Four Cloſes called *Hill Cloſes*, and Three Cloſes called *Bottom Cloſes*, containing in the Whole Twenty-three Acres One Rood and Eleven Perches, be the ſame more or leſs, and now in the Tenure or Occupation of *Robert Richardſon*, as Tenant to the ſaid *Henry Brewſter Darley*; and alſo one other Houſe and Garth, with the Barn and Garth enjoyed therewith, Two Cloſes called *Side Cobbs Cloſes*, and Part of the *Far Wheycarr*, containing in the Whole Twenty-ſeven Acres Two Roods and Seventeen Perches, be the ſame more or leſs, and then in the Tenure or Occupation of *George Shepherd*, as Tenant to the ſaid *Henry Brewſter Darley*; and alſo one other Houſe and Garth, and Part of the ſaid *Far Wheycarr*, One other Cloſe called *Fleeting*, and Two other Cloſes called *Warth Fields*, containing Twenty-five Acres Two Roods and Three Perches, be the ſame more or leſs, and then in the Tenure or Occupation of *John Graves*, as Tenant to the ſaid *Henry Brewſter Darley*; and alſo one other Houſe and Garth, one other Cloſe called *Side Cobbs*, and Two other Cloſes called *Wheycarrs*, containing in the Whole Twenty-eight Acres One Rood and Three Perches, be the ſame more or leſs, and then in the Tenure or Occupation of *Thomas Pickering*, as Tenant to the ſaid *Henry Brewſter Darley*; and alſo one other Houſe and Garth, and all thoſe Cloſes called *Aldby Field*, *Aldby Cloſe*, *North Aldby Field*, and *Nell Mop*, containing in the Whole Twenty-ſeven Acres One Rood and Four

Four Perches, be the ſame more or leſs, and then in the Tenure or Occupation of *Robert Maſon*, as Tenant to the ſaid *Henry Brewſter Darley*; and alſo one other Houſe and Garth in the Tenure or Occupation of *Dorothy Dawſon*, as Tenant to the ſaid *Henry Brewſter Darley*; and alſo all that Cloſe or Parcel of Ground called the *Wood*, containing Five Acres Three Roods and Thirty-ſix Perches, be the ſame more or leſs, with the Timber and other Trees and Wood growing thereon; and alſo One Moiety or undivided Half-part of a Paſture or Parcel of Ground called *Fleeting*, or by whatſoever other Name or Names the ſaid Meſſuages, Lands, and Premiſes, above-mentioned, or any of them, then were, or theretofore had been, called or known; all which ſaid ſeveral Meſſuages, Cloſes, Parcels of Ground, and Premiſes, above-mentioned, are ſituate, ſtanding, lying, and being, in the Townſhip, Precincts, or Territories, of *Sand Hutton* aforeſaid; and alſo all other the Meſſuages, Cottages, Cloſes, Lands, Grounds, Tenements, Hereditaments, and Premiſes whatſoever, of him the ſaid *Henry Brewſter Darley*, ſituate, lying, and being, within the Manor or Lordſhip of *Sand Hutton* aforeſaid (ſave and except One Meſſuage and Farm then in the Poſſeſſion of *Timothy Vartey*, which was not ſold or intended to be conveyed by the ſaid *Henry Brewſter Darley*); together with all and ſingular Houſes, Outhouſes, Dovehouſes, Edifices, Buildings, Barns, Stables, Orchards, Gardens, Yards, Backſides, Meadows, Paſtures, Feedings, Ways, Paths, Paſſages, Waters, Watercourſes, Fences, Ditches, Woods, Underwoods, Moors, Marſhes, Heaths, Waſtes, Commons, Common of Paſture, and Turbary, as well belonging to the Farms and Premiſes, thereby conveyed; as alſo to the ſaid Farm and Premiſes in the Poſſeſſion of the ſaid *Timothy Vartey*; Courts Leet, View of Frankpledge, Courts Baron, Perquiſites and Profits of Courts, Waifs, Eſtrays, Royalties, Fiſhing and Fowling, Privileges, Juriſdictions, Franchiſes, and all other Profits, Advantages, Hereditaments, and Appurtenances whatſoever, to the ſaid Moiety of the ſaid Manor above-mentioned, or to all or any Part of the ſaid Farms, Hereditaments, and Premiſes, thereby conveyed, belonging or in any-wiſe appertaining, or then, or at any time thentofore, therewithal uſually uſed, occupied or enjoyed, or accepted, reputed, deemed, taken, or known, as Part, Parcel, or Member thereof, or of any Part thereof, and the Reverſion and Reverſions, Remainder and Remainders, Rents, Iſſues, and Profits thereof, and of every Part and Parcel thereof; To hold unto, and to the Uſe of, the ſaid *William Read*, his Heirs and Aſſigns, until an Act of Parliament ſhould be obtained, which is therein mentioned to be intended to be applied for in this preſent Seſſion of Parliament, for veſting in the ſaid *William Read*, and his Heirs, ſeveral intailed Eſtates in the ſaid County of *York*, in order that the ſame might be ſold; and for the ſettling another Eſtate in the ſame County to the like Uſes; and after the Paſſing of ſuch Act, then to the Uſes which ſhould be declared in and by the ſaid Act, as to the ſaid Moiety and Premiſes above-mentioned to be thereby granted, and to no other Uſe whatſoever, ſubject to a Mortgage thereof, with other Hereditaments, and an additional or ſubſequent Charge thereon to *Clifton Wintringham*, Doctor in Phyſick, and *Robert Bewlay*, Gentleman, in Truſt for the ſaid *Clifton Wintringham*, who were to aſſign their reſpective Eſtates and Intereſts therein, in Truſt for the ſaid *William Read*, his Heirs and Aſſigns, and to attend the Inheritance (and which ſaid Eſtates and Intereſts have been aſſigned accordingly); and ſubject alſo to a Fee-farm Rent of Three Shillings and Four Pence yearly, payable to Lady *Elizabeth Egerton*, *Anna Maria Egerton*, and *Scroop Egerton*, Eſquire; and alſo to a Glebe Rent of Five Pounds a Year, payable to the Reverend Maſter *Madon* as Vicar of *Boſſall* with *Sand Hutton* aforeſaid.

And whereas the ſaid *William Read* hath alſo purchaſed of the ſaid *Henry Brewſter Darley* the Rectorial Tythes and Tenths ariſing within the Townſhip of *Sand Hutton* aforeſaid; and by Indenture, bearing Date the Twenty-ſeventh Day of *December* One thouſand Seven hundred and Fifty-ſeven, and made between the ſaid *Henry Brewſter Darley* of the one Part, and the ſaid *William Read* of the other Part, after reciting, That by Indenture of Demiſe, bearing Date the Twentieth Day of *July* then laſt paſt, the Honourable *Spencer Cowper*, Doctor of Divinity, Dean, and the Chapter

of

of *Durham*, of the Cathedral Church of *Chriſt* and Bleſſed *Mary* the Virgin, did demiſe, grant, and to Farm lett, all that the Parſonage of *Boſſall*, in the County of *York*, with all its Members, Chapels, or Portions, to the ſame belonging or in any-wiſe appertaining; that is to ſay, *Barnby*, *Harton*, *Sand Hutton*, *Flaxton*, *Claxton*, *Buttercramb*, and *Aldby*, in the ſaid County of *York*, with all Manner of Profits, Commodities, and Emoluments, and all and ſingular the Appurtenances to the ſame Parſonage of *Boſſall* belonging or appertaining, unto the ſaid *Henry Brewſter Darley*, his Executors, Adminiſtrators and Aſſigns, for the Term of Twenty-one Years, from the Fourteenth Day of *June* then laſt paſt, at and under the reſpective yearly Rents of Twenty-four Pounds and Twenty-three Pounds; and alſo reciting, That the Rectorial Tythes ariſing, renewing, and increaſing, within the Townſhip of *Sand Hutton* aforeſaid, were Part and Parcel of the ſaid demiſed Premiſes, and were then let at the yearly Rent of Twenty-ſix Pounds, clear of all Deductions; it is witneſſed, That, in Conſideration of the Sum of Four hundred and Fifty-ſeven Pounds and Eight Shillings, therein mentioned to be paid to the ſaid *Henry Brewſter Darley* by the ſaid *William Read*, he the ſaid *Henry Brewſter Darley* did covenant and agree to ſtand and be poſſeſſed of all and ſingular the Tythes and Tenths yearly growing, ariſing, and renewing within the ſaid Townſhip of *Sand Hutton*, and to the ſaid Parſonage of *Boſſall* belonging or appertaining, for all the Reſidue of the ſaid Term of Twenty-one Years, in Truſt for, and for the ſole Uſe, Benefit, and Advantage of the ſaid *William Read*, his Executors, Adminiſtrators, and Aſſigns; he and they yearly paying to the ſaid *Henry Brewſter Darley*, his Executors, Adminiſtrators, or Aſſigns, the Proportion therein after-mentioned of the ſaid reſerved Rents at the Times and in the Manner expreſſed in the ſaid Leaſe; and alſo that he the ſaid *Henry Brewſter Darley*, his Executors, Adminiſtrators, or Aſſigns, ſhould, ſo long as the ſaid demiſed Premiſes ſhould be in Leaſe to him or them, duly pay, or cauſe to be paid, to the ſaid Dean and Chapter, and their Succeſſors or Aſſigns, the ſaid Two Rents above-mentioned to be reſerved in and by the ſaid Leaſe, from time to time, as the ſame ſhould become due, without any Deduction or Abatement whatſoever; and ſhould, during the Continuance of the ſaid Term, to be granted as aforeſaid, and alſo during any future Term to be granted, of and in the ſaid demiſed Premiſes, ſave harmleſs and indemnify the ſaid *William Read*, his Executors, Adminiſtrators, and Aſſigns, from any Diſtreſs or Diſtreſſes thereafter to be made by or on the behalf of the ſaid Dean and Chapter, their Succeſſors and Aſſigns, of or upon the ſaid Tythes of *Sand Hutton* aforeſaid, or any of them, he the ſaid *William Read*, his Executors, Adminiſtrators, or Aſſigns, yearly paying his and their Proportion of the ſaid reſerved Rents, according to the Covenant therein contained; and alſo, that he the ſaid *Henry Brewſter Darley*, his Executors, Adminiſtrators, or Aſſigns, would, before the Expiration of Seven Years, to be computed from the Commencement of the ſaid Term of Twenty-one Years, procure a new Leaſe, to be granted by the ſaid Dean and Chapter, of the ſaid Parſonage, and all the ſaid demiſed Premiſes, for a new Term of Twenty-one Years; and ſo, from time to time, ſhould procure the Leaſe of the ſame Premiſes to be renewed for the like Term, within Seven Years after the Commencement thereof; and would, immediately after each ſuch Renewal, upon the Requeſt of the ſaid *William Read*, his Executors, Adminiſtrators, or Aſſigns, declare the Truſt of each ſuch renewed Leaſe from time to time, as to all the ſaid Rectorial Tythes and Tenths yearly growing, ariſing, and renewing, within the ſaid Townſhip of *Sand Hutton*, to be for, and for the ſole Uſe and Benefit of, the ſaid *William Read*, his Executors, Adminiſtrators, or Aſſigns; he and they paying to the ſaid *Henry Brewſter Darley*, his Executors, Adminiſtrators, or Aſſigns, the Proportion therein after-mentioned of the Fine and Fees which ſhall be paid by him or them for each ſuch Renewal; and the ſaid *William Read* thereby covenanted with the ſaid *Henry Brewſter Darley*, his Executors, Adminiſtrators, and Aſſigns, that he the ſaid *William Read*, his Executors, Adminiſtrators, and Aſſigns, would yearly, during the Continuance of the ſaid Term mentioned to be granted by the ſaid Indentures of Demiſe, and alſo during any new Terms of Years for which the ſaid demiſed Premiſes ſhould

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be granted to the ſaid *Henry Brewſter Darley*, pay, or cauſe to be paid, to the ſaid *Henry Brewſter Darley*, his Executors, Adminiſtrators, or Aſſigns, the yearly Sum of Ten Pounds Fifteen Shillings and an Halfpeny, clear of all Taxes and Deductions, by Two equal Portions, at the Feaſts of the Purification of the Bleſſed Virgin *Mary* and Saint *John* the Baptiſt; the Firſt Payment to be made at the Feaſt of Saint *John* the Baptiſt then next enſuing; the ſame being thereby agreed to be the ſaid *William Read*'s Proportion of the ſaid Two reſerved Rents for or in reſpect of the ſaid Tythes of *Sand Hutton* aforeſaid; and alſo that he the ſaid *William Read*, his Executors, Adminiſtrators, or Aſſigns, would, as often as the ſaid Leaſe ſhould be renewed according to the Covenant aforeſaid, pay to the ſaid *Henry Brewſter Darley*, his Executors, Adminiſtrators, or Aſſigns, at his or their Requeſt, ſuch a Proportion of the Fine and Fees which ſhould be paid for each ſuch Renewal, as the ſaid Sum of Ten Pounds Fifteen Shillings and an Halfpeny ſhould bear to the ſaid Two whole reſerved Rents of Twenty-four Pounds and Twenty-three Pounds yearly; he the ſaid *Henry Brewſter Darley*, his Executors, Adminiſtrators, or Aſſigns, duly declaring the Truſt of each ſuch renewed Leaſe, as to the ſaid Tythes of *Sand Hutton* aforeſaid, to be for, and for the ſole Uſe and Benefit of, the ſaid *William Read*, his Executors, Adminiſtrators, and Aſſigns, according to the Covenant therein before contained.

And whereas the Manſion-houſe of the ſaid *John Read* the Teſtator, in *Sand Hutton* aforeſaid, being Part of the Eſtate ſo deviſed by his Will, was, at the time of his Death, in a ruinous Condition; and the ſaid *William Read* hath, at his own Expence, repaired, and in a great meaſure rebuilt the ſame, and made it a convenient Habitation, and Place of Reſidence, for the Owner of the Eſtate at *Sand Hutton* for the Time being; and he is now, by virtue of and under the ſaid Will and Purchaſes reſpectively, poſſeſſed of or intitled to Three Fourth Parts of the ſaid Manor, and all the Tythes in the Townſhip of *Sand Hutton* aforeſaid, and of a conſiderable Eſtate in Lands lying together in the ſaid Townſhip; and as the ſaid Lands and Tenements in *Whixley*, *Little Ouſeborne* otherwiſe *Little Ouſeburne*, *Minſkip*, *Arkendale*, *Harnby* otherwiſe *Harmby*, *Scruton*, *Bolton*, and *Claxton*, lie diſperſed in ſeveral Places greatly diſtant one from another, and the Management and Receipt of the Rents thereof is conſequently attended with more Trouble and Expence; the ſaid *William Read* and *Wilberfoſs Read* apprehend it would be for the Benefit and Advantage of them, and all Perſons claiming under the ſaid Will, that Part of the ſaid Lands and Tenements in *Whixley*, and the ſaid Lands and Tenements in *Little Ouſeborne* otherwiſe *Little Ouſeburne*, *Minſkip*, *Arkendale*, *Harnby* otherwiſe *Harmby*, *Scruton*, *Bolton*, and *Claxton*, ſhould be ſold and diſpoſed of; and that, in lieu and ſtead thereof, the ſaid Moiety of the Manor of, and the Lands, Tenements, Tythes, and Hereditaments in, *Sand Hutton* aforeſaid, ſo purchaſed by the ſaid *William Read*, and which are a more advantageous Eſtate for the Purpoſes of the ſaid Will, ſhould be ſubſtituted in lieu thereof, and ſettled to and for the ſeveral Uſes and Purpoſes of the ſaid Will; and the ſaid *William Read* propoſes, and is willing and deſirous, that in caſe Part of the ſaid Lands and Tenements in *Whixley*, and the ſaid Lands and Tenements in *Little Ouſeborne* otherwiſe *Little Ouſeburne*, *Minſkip*, *Arkendale*, *Harnby* otherwiſe *Harmby*, *Scruton*, *Bolton*, and *Claxton*, be veſted in him in Fee-ſimple, diſcharged of the Uſes and Limitations in the ſaid Will, the ſaid Moiety of the Manor of *Sand Hutton*, and other the Premiſes ſo purchaſed by him in *Sand Hutton* aforeſaid, ſhall be ſettled inſtead thereof, and as a Compenſation for the ſame, to the Uſes, and for the Purpoſes, of the ſaid Will:

But although the Exchange ſo propoſed would be greatly for the Benefit and Advantage of the ſaid *William Read* and *Wilberfoſs Read*, and their Iſſue, claiming under the ſaid Will; **Yet**, by reaſon of the Limitations therein mentioned, the ſame cannot be effected without the Aid and Authority of Parliament:

Wherefore Your MAJESTY's moſt Dutiful and Loyal Subjects, the ſaid *William Read* and *Wilberfoſs Read*,

Moſt humbly beſeech Your MAJESTY,

That it may be Enacted; And be it Enacted, by the KING's moſt Excellent MAJESTY, by and with the Advice and Conſent of the Lords Spiritual and Temporal, and Commons, in this preſent Parliament aſſembled, and by the Authority of the ſame, That all the Meſſuages, Cottages, Lands, and Tenements, herein after-mentioned, ſituate, lying, and being, at *Whixley*, in the ſaid County of *York*, that is to ſay, One Meſſuage or Cottage, with the Garth or Yard and common Right thereto belonging, Half of a Barn occupied therewith, and One Croft on the Backſide of the ſaid Meſſuage or Cottage, containing by Eſtimation Half an Acre, or thereabouts; and the Parcels of Lands or Grounds in the Fields of *Whixley* aforeſaid, that is to ſay, In *Clockhill Field*, Two Lands or Parcels of Ground, containing together by Eſtimation One Acre, be the ſame more or leſs; in *Longland Field*, One Land or Parcel of Ground, containing by Eſtimation One Acre, be the ſame more or leſs; in *Lowfield*, One Land or Parcel or Ground, containing by Eſtimation Half an Acre, be the ſame more or leſs; and in the Meadow called *Low Ings*, Part of the ſaid *Lowfield*, One Parcel of Meadow Ground, containing by Eſtimation Half an Acre, be the ſame more or leſs; all which ſaid Meſſuage or Cottage, and laſt above-mentioned Premiſes, are now in the Tenure or Occupation of *James Brownridge*, his Undertenants or Aſſigns, at and under the yearly Rent of Four Pounds, and are charged and chargeable with the yearly Payment of Two Pounds and Ten Shillings to and for the Uſe of the Poor of the Townſhip of *Allerton Mauliverer with Hopperton*, in the County of *York* aforeſaid; One Cottage, and Garth thereto belonging, with the Appurtenances, now in the Tenure or Occupation of *John Eddon*, at and under the yearly Rent of Twenty Shillings; One other Cottage, and Garth thereto belonging, with the Appurtenances, now in the Tenure or Occupation of Widow *Wood*, at and under the yearly Rent of Ten Shillings; One other Cottage, and Garth thereto belonging, with the Appurtenances, Half of a Barn (the other Half whereof is in the Tenure or Occupation of the ſaid *James Brownridge*), and One Croft on the Backſide of the ſaid Cottage, containing by Eſtimation Half an Acre, be the ſame more or leſs, now in the Tenure or Occupation of *Thomas Cartwright*, at and under the yearly Rent of One Pound and Ten Shillings; One other Meſſuage or Cottage, with the Garth, common Right, and Appurtenances, thereto belonging, now in the Tenure or Occupation of *William Caſs*, at and under the yearly Rent of One Pound and Five Shillings; alſo all that Farm now in the Tenure or Occupation of *William Knapton*, conſiſting of One Meſſuage or Cottage, with the common Right, Barn, Stable, Garth, Croft, and other the Appurtenances thereto belonging; and ſeveral other Parcels of Land or Grounds lying diſperſed in the Fields of *Whixley* aforeſaid, herein after-mentioned, that is to ſay, In the ſaid Field called *Clockhill Field*, Thirty-three Lands or Parcels of Ground, containing together by Eſtimation Thirteen Acres, be the ſame more or leſs; in the ſaid Field called *Longland Field*, Twenty-three Lands or Parcels of Ground, containing together by Eſtimation Eleven Acres, be the ſame more or leſs; in the ſaid Field called *Lowfield*, Nineteen Lands or Parcels of Ground, containing together by Eſtimation Seven Acres, be the ſame more or leſs; in the ſaid Meadow called *Low Ings*, One Acre, be the ſame more or leſs; One Cloſe called *Tilkin Cloſe*, containing by Eſtimation One Acre, be the ſame more or leſs; and Six Beaſtgates or Horſegates in the Paſture or Common called the *Banks*; which ſaid Farm, with the Cloſes, Lands, and Tenements, in *Little Ouſeborne* otherwiſe *Little Ouſeburne*, are now lett to the ſaid *William Knapton* at and under the yearly Rent of Thirty-four Pounds; and alſo all that Meſſuage, Barn, Stable, Outhouſes, Garth, or Croft, with the common Right and Appurtenances thereto belonging; and the Parcels of Land or Ground herein after-mentioned; that is to ſay, In the ſaid Field called *Clockhill Field*, Twenty-ſix Acres of Land by Eſtimation; in the ſaid Field called *Longland Field*, Twelve Acres of Land by Eſtimation; in the ſaid Field called *Lowfield*, Ten Acres of Land by Eſtimation; and in the ſaid Paſture or Common called the *Banks*, Six Beaſt

or

or Horſe Gates; all which ſaid laſt-mentioned Meſſuage, Hereditaments, and Premiſes, are now in the Tenure or Occupation of *Richard Kettlewell* and *Peter Kettlewell*, or the One of them, their or the One of their Undertenants or Aſſigns, at and under the yearly Rent of Thirty Pounds; and all thoſe the ſaid Cloſes, Lands, and Tenements, in *Little Ouſeborne* otherwiſe *Little Oaſeburne*, in the ſame County, in the Tenure or Occupation of the ſaid *William Knapton*; and all thoſe Meſſuages, Lands, and Tenements, ſituate, lying, and being, in *Minſkip* and *Arkendale*, in the ſame County, now or late in the ſeveral Tenures or Occupations of *Richard Houſman*, *William Garbutt*, *John Lazenby*, and *Robert Dixon*, their Undertenants or Aſſigns, at and under ſeveral yearly Rents, amounting, in the Whole, to Eighty-one Pounds and Six Shillings; and all thoſe Meſſuages, Lands, and Tenements, ſituate, lying, and being, at *Harnby* otherwiſe *Harmby*, in the ſaid County of *York*, now or late in the ſeveral Tenures or Occupations of *William Allen*, Widow *Grayſon*, and *Thomas Bulmer*, their Undertenants or Aſſigns, at and under the ſeveral yearly Rents amounting, in the Whole, to Forty Pounds; and all that Meſſuage, and thoſe Lands and Tenements, ſituate, lying, and being, at *Scruton*, in the ſaid County of *York*, now or late in the Tenure or Occupation of *John Sadler*, at and under the yearly Rent of Twenty-four Pounds; and all that Meſſuage, and thoſe Lands and Tenements, ſituate, lying, and being, at *Bolton*, in the ſaid County of *York*, now or late in the Tenure or Occupation of *Robert Hall*, at and under the yearly Rent of Sixteen Pounds; and all that Meſſuage, and thoſe Lands and Tenements, ſituate, lying, and being, at *Claxton*, in the ſaid County of *York*, now or late in the Tenure or Occupation of *Robert Hood*, at and under the yearly Rent of Six Pounds; all which Premiſes herein before mentioned and deſcribed are Parcel of the Freehold Eſtates deviſed by the Will of the ſaid *John Read* as aforeſaid, and are together of the yearly Value of Two hundred and Thirty-ſeven Pounds and One Shilling, and all Houſes, Outhouſes, Edifices, Buildings, Barns, Stables, Orchards, Gardens, Lands, Meadows, Paſtures, Feedings, Woods, Underwoods, Trees, Commons, Common of Paſture, Hedges, Ditches, Mounds, Fences, Ways, Waters, Watercourſes, Eaſements, Profits, Rights, Privileges, and Appurtenances, to the ſaid ſeveral Meſſuages, Farms, Lands, Tenements, Hereditaments, and Premiſes, or any of them, belonging, or in any-wiſe appertaining, or to or with the ſame, or any Part thereof, uſed, held, occupied, or enjoyed, or accepted, reputed, deemed, taken, or known, as Part, Parcel, or Member thereof, or of any Part thereof, and the Reverſion and Reverſions, Remainder and Remainders, Rents, Iſſues, and Profits, of all and ſingular the ſame Premiſes, ſhall, from and after the Twenty-fifth Day of *March* One thouſand Seven hundred and Fifty-eight, be veſted in, and ſettled upon, and the ſame are hereby from thenceforth veſted in, and ſettled upon, the ſaid *William Read*, his Heirs and Aſſigns for ever, freed and diſcharged, and abſolutely acquitted, exempted, and exonerated, of, from, and againſt, all the Uſes, Truſts, Eſtates, Powers, Proviſoes, and Limitations, in and by the ſaid Will of the ſaid *John Read* limited, created, and declared, of and concerning the ſame, unto, upon, or for the Benefit of, the ſaid *William Read* and *Wilberfoſs Read*, their or either of their Children or Iſſue reſpectively.

And it is hereby further Enacted, by the Authority aforeſaid, That the ſaid Moiety or Two undivided Fourth Parts of the ſaid Manor or Lordſhip of *Sand Hutton*, and all and every other the Freehold, Meſſuages, Lands, Tenements, Hereditaments, and Premiſes, in *Sand Hutton* aforeſaid, which, in and by the ſaid Indentures of Leaſe and Releaſe of the Twenty-ſixth and Twenty-ſeventh Days of *December* One thouſand Seven hundred and Fifty-ſeven, were granted, releaſed, and conveyed, or mentioned or intended to be granted, releaſed, and conveyed, by the ſaid *Henry Brewſter Darley* unto the ſaid *William Read*, his Heirs and Aſſigns as aforeſaid, with their and every of their Rights, Members, and Appurtenances, and the Reverſion and Reverſions, Remainder and Remainders, of the ſame Premiſes, ſhall, from and after the ſaid Twenty-fifth Day of *March*, be ſettled upon, and veſted

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in, and the ſame are hereby from thenceforth ſettled upon, and veſted in, *John Bourchier* of *Beningbrough*, in the County of *York* aforeſaid, Eſquire, and *John Raper*, of the City of *York*, Gentleman, their Heirs and Aſſigns, to the Uſes, upon the Truſts, and to and for the Ends and Purpoſes, and ſubject to the Powers, Proviſoes, and Limitations, herein after limited, created, and declared, of and concerning the ſame; that is to ſay, To the Uſe of the ſaid *William Read*, and his Aſſigns, for his Life; and, immediately after the Determination of that Eſtate, to the Uſe of the ſaid *John Bourchier* and *John Raper*, and their Heirs, during the Life of the ſaid *William Read*, in Truſt, to preſerve the contingent Remainders herein after limited from being defeated and deſtroyed; and, for that Purpoſe, to make Entries, and bring Actions, as Occaſion ſhall require; yet nevertheleſs to permit and ſuffer the ſaid *William Read*, and his Aſſigns, to receive the Rents, Iſſues, and Profits thereof, during his Life; and, immediately after the Deceaſe of the ſaid *William Read*, to the Uſe of the Firſt Son of his Body lawfully to be begotten, and the Heirs Male of the Body of ſuch Firſt Son lawfully iſſuing; and, in Default of ſuch Iſſue, to the Uſe of the Second, Third, Fourth, Fifth, and every other Son and Sons of the Body of the ſaid *William Read* to be begotten, ſeverally, ſucceſſively, and in Remainder, one after another, in Order and Courſe as they reſpectively ſhall be in Priority of Birth, and the ſeveral and reſpective Heirs Male of the Body and Bodies of all and every ſuch Son and Sons lawfully iſſuing; every elder of ſuch Sons, and the Heirs Male of his Body, being always preferred and to take before a younger of them, and the Heirs Male of his Body; and, in Default of ſuch Iſſue, to the Uſe of the ſaid *Wilberfoſs Read*, and his Aſſigns, for his Life; and, immediately after the Determination of that Eſtate, to the Uſe of the ſaid *John Bourchier* and *John Raper*, and their Heirs, during the Life of the ſaid *Wilberfoſs Read*, in Truſt, by the Ways and Means herein before-mentioned, to preſerve the contingent Remainders; yet nevertheleſs to permit and ſuffer the ſaid *Wilberfoſs Read*, and his Aſſigns, to receive and take the Rents and Profits of the ſame Premiſes during his Life; and, immediately after the Deceaſe of the ſaid *Wilberfoſs Read*, to the Uſe of the Firſt Son of his Body lawfully to be begotten, and the Heirs Male of the Body of ſuch Firſt Son lawfully iſſuing; and, in Default of ſuch Iſſue, to the Uſe of the Second, Third, Fourth, Fifth, and all and every other Son and Sons of the Body of the ſaid *Wilberfoſs Read* to be begotten, ſeverally, ſucceſſively, and in Remainder, one after another, in Order and Courſe as they reſpectively ſhall be in Priority of Birth, and the ſeveral and reſpective Heirs Male of the Body and Bodies of all and every ſuch Son and Sons; every elder of ſuch Sons, and the Heirs Male of his Body, being always preferred and to take before a younger of them, and the Heirs Male of his Body; and, in Default of ſuch Iſſue, to the Uſe of the right Heirs of the ſaid *John Read* the Teſtator for ever.

And it is hereby further Enacted and Declared, That the ſaid *William Read* ſhall have ſuch Power to make and limit ſuch Jointure or Jointures of the ſaid Premiſes herein before limited to him for his Life, as aforeſaid, unto or upon any Woman or Women as he ſhall happen to marry, as in and by the ſaid recited Will of the ſaid *John Read* is given and provided.

And it is hereby further Enacted and Declared, That it ſhall and may be lawful to and for the ſaid *William Read* and *Wilberfoſs Read*, when and as they ſhall reſpectively be in the actual Poſſeſſion of the Meſſuages, Lands, Tenements, Hereditaments, and Premiſes, as well thoſe deviſed by the ſaid Will, and not hereby limited in Uſe to the ſaid *William Read*, and his Heirs, as alſo the Meſſuages, Lands, Tenements, Hereditaments, and Premiſes, in and by this Act limited in Uſe to them reſpectively, for their reſpective Lives as aforeſaid, by Indenture or Indentures under their reſpective Hands and Seals, to demiſe, leaſe, or grant, the ſame Premiſes, or any Part or Parts thereof, to any Perſon or Perſons, for any Term or Number of Years, not exceeding Twenty-one Years, to take Effect in Poſſeſſion, and not in Re-

Reverſion, or by way of future Intereſt, ſo as there be reſerved, in all ſuch Leaſes, to continue payable during the Terms in ſuch Leaſes to be granted, the beſt and moſt improved yearly Rent or Rents that can be got for the ſame; without taking for any ſuch Leaſe or Leaſes any Fine, Premium, or Foregift; and ſo as, in every of the ſaid Leaſes, there be contained a Condition of Re-entry for Non-payment of the Rent or Rents thereby reſpectively to be reſerved; and ſo as no Clauſe or Clauſes be contained in any of the ſaid Leaſes, giving Power to any Leſſee to commit Waſte, or exempting him, her, or them, from Puniſhment for committing the ſame; and ſo as the reſpective Leſſees execute Counterparts of all ſuch Leaſes.

And it is hereby further Enacted, That the Truſt Eſtate and equitable Intereſt of him the ſaid *William Read* of and in the Tythes and Tenths yearly ariſing and renewing within the ſaid Townſhip of *Sand Hutton*, ſo purchaſed by him of and from the ſaid *Henry Brewſter Darley* as aforeſaid, ſhall, from and after the ſaid Twenty-fifth Day of *March*, be ſettled upon, and veſted in, and the ſame are hereby from thenceforth ſettled upon, and veſted in, the ſaid *John Bourchier* and *John Raper*, their Executors, Adminiſtrators, and Aſſigns, for and during all the Reſidue and Remainder of the ſaid Term of Twenty-one Years then to come and unexpired, in as full, ample, and beneficial Manner, to all Intents and Purpoſes, as he the ſaid *William Read*, his Executors, Adminiſtrators, or Aſſigns, could or might have held and enjoyed the ſame before the paſſing of this Act, or in caſe the ſame had not been made; and that all and every Perſon and Perſons who ſhall, for the Time being, be poſſeſſed of and intereſted in the ſaid Tythes and Tenths ariſing and renewing within the Townſhip of *Sand Hutton* aforeſaid, by virtue of and under the ſaid Leaſe from the Dean and Chapter of *Durham* and this Act reſpectively, ſhall ſtand and be poſſeſſed of and intereſted in the ſame for and during the Reſidue and Remainder of the ſaid Term of Twenty-one Years granted by the preſent Leaſe thereof, and for and during all and every other Term and Terms for Years to be granted by any future Leaſe or Leaſes thereof reſpectively, upon Truſt, to permit the clear Rents and Profits thereof to be received by ſuch Perſon and Perſons as ſhall, by virtue of and under the Limitations of this Act, be intitled to the Freehold or Inheritance of the ſaid Moiety or Two Fourth Parts of the Manor or Lordſhip of *Sand Hutton*, and other the Freehold Lands, Tenements, and Hereditaments, in *Sand Hutton* aforeſaid for the Time being, until ſome or One of the ſaid Perſons ſhall be ſeiſed of the ſaid Moiety, or Two undivided Fourth Parts of the ſaid Manor or Lordſhip, and the ſaid Freehold Lands, Tenements, and Hereditaments, in Fee-ſimple; and, immediately after that ſhall happen, the ſame Tenths and Tythes ſhall be held in Truſt for ſuch Perſon reſpectively, his, her, and their Executors, Adminiſtrators, and Aſſigns; and may and ſhall, at his, her, or their Requeſt, Coſts, and Charges, be aſſigned, transferred, and ſet over, to him, her, or them accordingly.

Provided always, and it is hereby Enacted and Declared, That the ſaid *John Bourchier* and *John Raper*, and the Survivors and Survivor of them, or the Executors or Adminiſtrators of ſuch Survivor, ſhall and may, and they are hereby authorized and required, out of the Rents and Profits of the ſaid Tythes and Leaſehold Premiſes, ſo mentioned to be hereby veſted in them, to pay ſuch Proportion of the yearly Rent ſo reſerved by the Leaſe from the ſaid Dean and Chapter of *Durham*, as is herein mentioned to be agreed upon as aforeſaid, as the ſame ſhall reſpectively become due and payable; and alſo to pay ſuch Fine and Fees for or towards the renewing the ſaid Leaſe from time to time, as in and by the ſaid Contract or Agreement, for the Purchaſe of the ſaid Leaſehold Premiſes, is on that Behalf ſtipulated, provided, and expreſſed.

And it is hereby alſo Enacted and Declared, That the ſeveral Truſtees herein before named ſhall not, nor ſhall any of them, or the Executors or Adminiſtrators

ſtrators of any of them, be anſwerable or accountable for any Money to be received by virtue of the ſaid Truſts hereby in them repoſed, any otherwiſe than each Perſon for ſuch Sum or Sums of Money as he or they ſhall reſpectively actually receive; and that no one of them ſhall be anſwerable or accountable for the Acts, Receipts, Neglects, or Defaults, of the other of them; and alſo that they the ſaid Truſtees, their reſpective Executors and Adminiſtrators, ſhall and may, by and out of the Rents and Profits of the Premiſes hereby veſted in them reſpectively, retain to, and reimburſe themſelves all Coſts, Charges, Damages, and Expences, that they reſpectively ſhall or may ſuſtain, or be put unto, in and about the Execution of the Truſts hereby in them repoſed.

Saving always to the KING's moſt Excellent MAJESTY, his Heirs and Succeſſors, and all and every other Perſon and Perſons, Bodies Politick and Corporate, his, her, and their Heirs, Succeſſors, Executors, and Adminiſtrators (Other than and except the ſaid *William Read* and *Wilberfoſs Read*, and the Firſt and every other Son and Sons of their reſpective Bodies to be begotten, and the Heirs Male of the Body and Bodies of ſuch Son and Sons reſpectively, and the right Heirs of the ſaid *John Read* the Teſtator, and all and every other Perſon and Perſons claiming, or to claim, any Eſtate, Right, Title, Property, or Intereſt, of, in, to, or out of, the ſaid Meſſuages, Lands, Tenements, Hereditaments, and Premiſes, veſted by this Act, or any Part thereof, by virtue of, or under, the Will of the ſaid *John Read)*, and to the Heirs, Executors, Adminiſtrators, and Aſſigns, of the ſaid *William Read*, All ſuch Eſtate, Right, Title, Intereſt, Claims, and Demands whatſoever, of, in, to, or out of, the ſame Premiſes, or any Part thereof, as they, every or any of them, had before the paſſing this Act, or could or might have had, in caſe this Act had not been made.

AN

ACT

FOR

Veſting in William Read, *Eſquire, and his Heirs, ſeveral intailed Eſtates in the County of* York, *in order that the ſame may be ſold; and for the Settling another Eſtate in the ſaid County of* York *to the like Uſes.*

K Great Brit. George II 358 Lc 2 16

No 19

31 Geo. II c. 19

An ACT *for Veſting Part of the Lands, Tenements, and Hereditaments, ſettled on the Marriage of* William Norris, *Eſquire, in the the ſaid* William Norris, *and his Heirs, and for ſettling other Lands in lieu thereof.*

WHereas by Indentures of Leaſe and Releaſe, bearing Date reſpectively the Twenty-fifth and Twenty-ſixth Days of *November*, which was in the Year of our Lord One thouſand Seven hundred and Forty-ſeven, the Releaſe being of Five Parts, and made, or mentioned to be made, between *John Norris*, of *The Ivie*, in the Pariſh of *Chippenham*, in the County of *Wilts*, Eſquire, and *Elizabeth* his Wife, and *William Norris*, Eſquire, eldeſt Son and Heir apparent of the ſaid *John Norris*, of the Firſt Part; *Charles Lawrence*, of *Eſſex-ſtreet* in the *Strand*, in the Pariſh of *Saint Clements Danes*, in the County of *Middleſex*, Gentleman, of the Second Part; *Millicent Neate*, of *Great Ormond-ſtreet*, in the Pariſh of *Saint George the Martyr*, in the ſaid County of *Middleſex*, Spinſter, *John Fox*, Citizen and Haberdaſher of *London*, and *Elizabeth Fox*, Spinſter, his Daughter, of the Third Part; *Paul Methuen*, of *Corſham*, in the ſaid County of *Wilts*, Eſquire, and *John Hulbert*, of the Pariſh of *Saint George Hanover-ſquare*, in the ſaid County of *Middleſex*, Chirurgeon, of the Fourth Part; and *Richard Long*, of *Rood-aſhton*, in the ſaid County of *Wilts*, Eſquire, *Jacob Selfe*, of *Bradford*, in the ſaid County of *Wilts*, Eſquire, *Robert Neale*, of *Corſham* aforeſaid, Eſquire, and *Thomas Lawrence*, of *Eſſex-ſtreet* aforeſaid, Doctor of Phyſick, of the Fifth Part; In Conſideration of a Marriage then intended, and which ſoon after took effect and was ſolemnized, between the ſaid *William Norris* and the ſaid *Elizabeth Fox*, and of the Portion or Fortune of the ſaid *Elizabeth Fox* in the ſaid Indenture of Releaſe mentioned, and for other Conſiderations therein expreſſed, All thoſe the Manors or Lordſhips, or reputed Manors or Lordſhips, of *Chippenham*, *Sheldon*, and *Lowden*, and the Market of *Chippenham*, in the ſaid County of *Wilts*, and all thoſe Shambles in the Town of *Chippenham*, and all thoſe Meſſuages, Cottages, Lands, Tenements, and Hereditaments, ſituate, lying, and being in or near the ſaid Pariſh of *Chippenham*, and taken, eſteemed, or reputed to be Part or Parcel of the ſaid Manors, now or late in the Occupation of

or any of them, with all and every of their Rights, Members, Rents, and Appur-

tenances, and all those Two Messuages, Tenements, and Farms, called or known by the Names of the *Upper Sheldon* Farm, now or late in the Tenure or Occupation of *Young*, his Undertenants or Assigns, and *Lower Sheldon* Farm, now or late in the Tenure or Occupation of *Peirce*, his Undertenants or Assigns, and a Farm taken out of *Lower Sheldon* Farm, now or late in the Tenure or Occupation of *Gideon Tanner*, his Undertenants or Assigns, with their Rights, Members, and Appurtenances, in the said Parish of *Chippenham*, and all Meadows, Pastures, Lands, Tenements, and Hereditaments, to the same Farms, or either or any of them, belonging or appertaining, or reputed to be belonging or appertaining thereunto; and all those Meadows, pasture and arable Lands, late in the Possession of the said *Gideon Tanner*, situate, lying, and being in *Sheldon* aforesaid, and all other the Messuages, Lands, or Tenements, of the said *John Norris*, or whereof or wherein, or whereto, he is, or shall or may be, intitled in Possession or Reversion expectant on Years determinable on Life or Lives granted by Copy of Court Roll, Parcel of the said Manor of *Chippenham*, *Sheldon*, and *Lowden*, or that were severed from the said Manor, and added to the said Two Farms called *Upper* and *Lower Sheldon* Farms, and all other the Lands and Tenements, Woods and Soil thereof, Rents and Services, Privileges, Profits, Perquisites, Courts, Royalties, Fishings, Ways, waste Grounds, Commons, Common of Pasture, and all other Immunities to the said Manors, Farms, Messuages, Lands, Tenements, and Premises belonging, or in anywise appertaining, or accepted, reputed, used, deemed, taken, known, held, occupied, or enjoyed, as Part, Parcel, or Member thereof, or as thereunto belonging, or in anywise appertaining, and the Reversion and Reversions, Remainder and Remainders, of all and singular the Premises, and all Rents, Duties, and Services reserved, due, and payable, upon any Demise, Lease, or Grant, Demises, Leases, or Grants, of the said Premises, or any Part or Parcel thereof, howsoever, and all the Estate, Right, Title, Interest, Trust, Property, Claim, and Demand whatsoever, both in Law and Equity, of them the said *John Norris*, *Elizabeth* his Wife, and *William Norris*, of, in, to, or out of, the said Manors, Markets, Farms, Messuages, Lands, Tenements, and Hereditaments, and every Part and Parcel thereof, together with all Deeds, Court Rolls, Evidences, Books, and Writings, of what Nature or Kind, concerning the said Premises; and all that Messuage or Tenement situate, lying, and being in *Durriards*, alias *Derriotts*, in the said County of *Wilts*, wherein *Charles Reeve* formerly lived; and all that Cottage or Tenement situate, lying, and being at *Durriards*, alias *Derriotts*, in the said Parish of *Chippenham*, with the Garden or Piece of Ground thereunto adjoining or belonging, and all other the Appurtenances to the said Cottage or Tenement, and Garden, belonging or appertaining; and all that meadow Ground called the *Cow Leaze*, containing by Estimation Sixteen Acres (be it more or less); and all that meadow Ground, commonly called or known by the Name of *The Broad Close Piece*, containing by Estimation Five Acres, or thereabouts (be it more or less); and all those Two Closes of pasture or meadow Ground, called *Upper Docketts* and *Lower Docketts*, containing by Estimation Ten Acres (be the same more or less); and all that other Close of meadow or pasture Ground called *Pickett Leaze*, containing by Estimation Five Acres (be it more or less); and all those Two Acres of arable Land lying in the *Upper Field* of *Chippenham* aforesaid, and adjoining to a Meadow called *King's Brooke*; and all those Four Acres of arable Land lying in the same Field, and adjoining to the said Close of arable Land called *Broad Close*; and all the Grounds, Toft, or Soil, whereupon a Messuage, Cottage, or Dwelling-house formerly stood, in the Possession or Occupation of
and One Acre of meadow or pasture Ground, heretofore in the Tenure or Occupation of one *Matthew Hulbert*, deceased; and all that One Acre of Land by *Charles Reeve*, deceased, Father of the said *Charles Reeve*, taken in Exchange with one *Walter Coleman*, and adjoining to a Ground called *New Leaze*; and all those Two arable Grounds called *The Dry Leazes*, containing by Estimation Twelve Acres (be

they

they more or leſs); and all that meadow Ground, commonly called the *Home Mead*, containing by Eſtimation Five Acres (be it more or leſs); and all that arable, meadow, or paſture Ground, commonly called or known by the Name of *Perry's Piece*, containing by Eſtimation Eight Acres (be it more or leſs); and alſo that other Cloſe of arable or paſture Ground, commonly called or known by the Name of *The New Leaze*, containing by Eſtimation Thirteen Acres (be it more or leſs) and Common of Paſture and Feeding for Six Rother Beaſts in and upon a certain common Ground in *Chippenham* aforeſaid, called *Rowden Down*; and all thoſe Two Cloſes of arable and paſture Ground, containing by Eſtimation Five Acres and an Half (be they more or leſs) commonly called or known by the Name of *Snetham Snarum*; and all thoſe Three Cloſes of arable and paſture Ground, containing together, by Eſtimation, Thirteen Acres (be they more or leſs) called or known by the Name or Names of *Safford's Leazes* and *Pitt's Cloſes*, and then called or known by the Name of *Fairbeards*; all which Premiſes are ſituate, lying, and being in the ſeveral Pariſhes of *Chippenham* and *Hardenhuiſh*, or One of them, in the ſaid County of *Wilts*; and alſo all that Cloſe of arable or meadow Ground, commonly called or known by the Name of *Lady Mead*, lying and being in the Fields of *Sheldon* and *Lowden*, in the Pariſh of *Chippenham* aforeſaid, between the Lands heretofore of *James Eſſington* on the South Side, and Incloſures which one *William Deacon* formerly held, on the North Side, which ſaid Cloſe of Arable or Meadow containeth by Eſtimation Two Acres (be it more or leſs); and alſo all that Parcel of paſture or meadow Ground, lying near a certain Place called *Rowden Down*, in the Pariſh of *Chippenham* aforeſaid, containing by Eſtimation Half an Acre (be the ſame more or leſs) which ſaid Parcel of Meadow was then laid into the ſaid Cloſe called *Lady Mead*; and alſo One other Parcel of Meadow in the ſaid Cloſe called *Lady Mead*, heretofore purchaſed by Mrs. *Anna Gouldney* of Mr. *Neate*; all which ſaid Premiſes herein before-mentioned after the ſaid Meſſuage or Tenement wherein the ſaid *Charles Reeve* formerly dwelt, are lying and being in the Pariſhes of *Chippenham* aforeſaid, *Langley Burrell*, and *Hardenhuiſh*, in the ſaid County of *Wilts*, ſome or one of them, and now are, or late were, in the Poſſeſſion or Occupation of *Banks*, his Undertenant or Undertenants, Aſſignee or Aſſigns; together with all and all manner of Houſes, Outhouſes, Edifices, Buildings, Barns, Stables, Orchards, Gardens, Courts, Yards, Backſides, Lands, Tenements, Meadows, Paſtures, Feedings, Commons, and Common of Paſture, Woods, Underwoods, and Trees, and the Soil and Ground of the ſame, Ways, Waters, Watercourſes, Watering-places, Paths, Paſſages, Eaſements, Profits, Commodities, Hereditaments, and Appurtenances whatſoever, to the ſaid Manor, Meſſuages, Grounds, Cloſes, Lands, and to all and ſingular other the Premiſes thereby bargained and ſold, or thereby intended ſo to be, or to any Part or Parcel thereof belonging, or in anywiſe appertaining, or then had, held, uſed, occupied, or enjoyed, or accepted, reputed, or taken, as Part, Parcel, or Member thereof, and the Reverſion and Reverſions, Remainder and Remainders, Rents, Iſſues, and Profits, of all and ſingular the Premiſes thereby bargained and ſold, or thereby intended ſo to be, and every Part or Parcel thereof; and alſo all that Meſſuage or Tenement, with the Appurtenances, ſituate, lying, and being in the *High-ſtreet* of the Borough of *Chippenham* aforeſaid, in the Occupation of and all that Meſſuage, Tenement, or Dwelling-houſe, with the Appurtenances, ſituate, lying, and being in the ſaid *High-ſtreet* of the Borough of *Chippenham* aforeſaid, late in the Poſſeſſion of *Thomas Brown*, then of and all that Tenement or Dwelling-houſe, formerly Part of, or taken out of, and as the ſame is now divided from, the *George* Inn in *Chippenham* aforeſaid, with the Yard or Backſide, and that Part of the Stable formerly belonging to the ſaid *George* Inn, and adjoining to the Backſide late of *William Stevens*, Malſter, as the ſame are now, or lately were, alſo divided and ſet out from the other Part of the ſame Stable, and containeth One Field of Building; and all that Plot or Parcel of the outward Backſide,

ſide, formerly belonging to the ſaid *George* Inn, which adjoineth to the ſaid Field of Building, with a Pig-ſtye thereon, which laſt-mentioned Tenement or Dwelling-houſe was then in the Poſſeſſion of and all that Meſſuage or Tenement, with the Appurtenances, ſituate, lying, and being within the ſaid Borough of *Chippenham*, in a certain Street or Lane called the *Back-lane*, late in the Poſſeſſion of *John Pullen*, his Aſſignee or Aſſigns, together with a Plot or Piece of Ground thereunto adjoining; and alſo all thoſe Two Meſſuages or Tenements ſituate, lying, and being in the ſaid Borough of *Chippenham*, in a certain Lane there called *Gutter Lane*, in the Poſſeſſion of together with the Barn, Backſide, and little Plot of Ground lying near or adjoining to the ſame, together with all Outhouſes and Buildings, Ways, Waters, Paths, Paſſages, Eaſements, Profits, Commodities, Emoluments, and Appurtenances, to the ſaid Meſſuages or Tenements, and every of them, belonging or appertaining, and the Reverſion and Reverſions, Remainder and Remainders, Rents, Iſſues, and Profits thereof, and of every Part and Parcel thereof, and all the Eſtate, Right, Title, Intereſt, Uſe, Truſt, Property, Claim and Demand whatſoever, of them the ſaid *John Norris*, *Elizabeth* his Wife, and *William Norris*, their Heirs and Aſſigns, of, in, to, or out of, the ſame, or any Part or Parcel thereof; and all that paſture or meadow Ground called or known by the Name of *Sheldon Leas*, containing by Eſtimation Eight Acres, be the ſame more or leſs, formerly divided into Two Cloſes; and all that incloſed arable Land and Paſture called or known by the Name of *Pipſmore*, containing by Eſtimation Twenty-five Acres, be the ſame more or leſs, formerly divided into Three Cloſes; and all that Barn, and Stable thereupon built and erected, with the Appurtenances, ſituate, lying, and being, in the ſeveral Pariſhes of *Chippenham*, *Langley Burrel*, and *Hardenhuiſh*, now or late in the Tenure or Occupation of *Ritching*, his Undertenant or Undertenants, Aſſignee or Aſſigns, together with all Houſes, Outhouſes, Edifices, Barns, Stables, Paths, Paſſages, Emoluments, Hereditaments, and Appurtenances, thereunto belonging, or in anywiſe appertaining; and all that Meſſuage or Tenement, and the Orchard or Garden thereto belonging, with the Barn and Cow-houſe, or Stable, and One Plot of arable Land adjoining to the ſaid Orchard or Garden, containing Three Yards of Ground (be it more or leſs), the Lands formerly of *Bartholomew Sanſbury* lying on the Weſt and North Sides of the ſaid Plot of arable Land, and the Cloſe herein after-mentioned called the *Cow Leas*, lying on the Eaſt Side thereof, which ſaid Plot of arable Land is now commonly called the *Parrock* or *Paddock*, and is parted from the ſaid Cloſe called the *Cow Leas* by a little Brook or Rivulet; and alſo One Cloſe of meadow Ground, being over-againſt the ſaid Meſſuage, containing by Eſtimation Two Acres (be it more or leſs), the Highway leading from *Chippenham* to *Sheldon* lying on the North Side thereof; which ſaid laſt-mentioned Cloſe of meadow Ground is now called or known by the Name of the *Little Mead*, and is bounded on the Eaſt by Lands late of *Roger Cooke*, and on the Weſt and South by Lands late of *John Scott*, but then of the ſaid *John Norris*; and alſo all that Cloſe formerly of meadow and arable Land, but now paſture Ground, lying on the Eaſt Side of the ſaid Meſſuage and Plot of arable Land, containing by Eſtimation Five Acres (be it more or leſs), the Highway leading from *Chippenham* to *Sheldon* on the South Side thereof, and the Highway leading from *Chippenham* to *Hardenhuiſh* on the Eaſt Side thereof, Lands belonging to the Manor of *Monkton*, formerly in the Poſſeſſion of *John Scott*, lying on the North Part thereof, and the Lands formerly of the ſaid *Bartholomew Sanſbury* lying on the Weſt Part thereof; which ſaid Cloſe laſt-mentioned is parted from the Lands of the ſaid *Bartholomew Sanſbury*, by the ſaid little Brook or Rivulet, and is now commonly called or known by the Name of *Cow Leaze*; and all that little Cloſe of arable or paſture Grounds, containing by Eſtimation Two Acres and an Half (be

(be it more or leſs); the Highway leading from *Chippenham* aforeſaid to *Sheldon* aforeſaid being on the North Side thereof; the Land formerly in the Poſſeſſion of *Thomas Scott*, but then of the ſaid *John Norris*, or his Tenant, lying on the Eaſt and South Parts thereof; and the Lands formerly in the Poſſeſſion of *Richmond Aland*, but ſince of *Thomas Newman*, as Tenant to the Widow of the ſaid *Richmond Aland*, on the Weſt Side thereof; which ſaid laſt-mentioned Cloſe is now commonly called *Vincent's*, and was formerly conveyed to one *Matthew Aland* by the Name of *Bond's Leas*, in Exchange for One Ground of Paſture or Arable in *Chippenham Home Field* called *Durriard's Croft*; and alſo all that Cloſe of meadow and arable Land called *Pipſmore*, through which runneth the ſaid little Brook or Rivulet, containing by Eſtimation Two Acres and an Half (be it more or leſs); a certain Field commonly called *Pipſmore Field*, formerly in the Poſſeſſion of *Moſely*, Widow, who held the ſame with other Lands of the Manor of *Sheldon*, lying on the North Side of the ſaid Cloſe laſt herein before-mentioned; the Lands formerly of *William Lord*, but ſince of the ſaid *Bartholomew Sanſbury*, lying on the Weſt Side thereof; on the Eaſt bounded by the Highway leading from *Sheldon* to *Hardenhuiſh*; and on the South Side by the Cloſe herein after-mentioned called the *Middle Ground*; and alſo all that other formerly One Cloſe of arable Land thereto adjoining, lying at a Place called *Sheldon Corner*, formerly called the *Four Acres*, containing by Eſtimation Four Acres (be it more or leſs); the Highway leading from *Chippenham* to *Sheldon* being on the South Side thereof; and the Lands formerly of *William Lord*, but ſince of the ſaid *Bartholomew Sanſbury*, on the Weſt Side thereof; the ſaid Cloſe called *Pipſmore* on the North; and the Highway leading from *Sheldon* to *Hardenhuiſh* on the Eaſt Part thereof; which ſaid formerly One Cloſe called the *Four Acres* is now divided into Two Cloſes, One of them containing about Three Acres, and is called or known by the Name of the *Middle Ground*; and the other containeth about One Acre, and is called the *little Ground*; all which Premiſes are ſituate, lying, and being in the Pariſh of *Chippenham*, and were then, or then late were, in the Tenure, Poſſeſſion, or Occupation, of the ſaid *Ritchings*; and alſo all thoſe Two Cloſes of paſture Ground called *Barley Cloſes*, containing by Eſtimation Three Acres (be they more or leſs), then or then late in the Poſſeſſion or Occupation of *John Powell* and *Daniel Powell*, or One of them, their or One of their Undertenant or Undertenants; and alſo all the ſeveral Cottages, Tenements, or Dwelling-houſes, on the ſaid Cloſes or One of them then ſtanding or being, or to them or One of them adjoining, in the ſeveral Poſſeſſions of together with the ſeveral Pieces and Parcels of Garden Ground to the ſaid Cottages or Tenements belonging, which ſaid Cloſes have been ſome times called *Barn Cloſes*; and all thoſe Five Acres of arable Land, meadow or paſture Ground (be they more or leſs), ſituate, lying, and being in the ſaid ſeveral Pariſhes of *Chippenham*, *Langley Burrel*, and *Hardenhuiſh*, in the ſaid County of *Wilts*, or in ſome or One of them, at a Place called *Frogwell*, and heretofore incloſed; the Highway leading from *Hardenhuiſh*, towards *Laycock*, on the one Side thereof; the Lands formerly in the Poſſeſſion of *Thomas Hawkins*, Gentleman, deceaſed, and ſince of *Robert Hawkins*, Son of the ſaid *Thomas Hawkins*, and late of *Henry Walters*, Eſquire, on the other Side thereof; all which laſt-mentioned Premiſes were then in the Poſſeſſion or Occupation of the ſaid *John Norris*; and alſo all that meadow or Paſture Ground commonly called or known by the Name of the *Ham*, in the ſaid Pariſh of *Chippenham*, near the *Back Bridge* of *Chippenham* aforeſaid, containing by Eſtimation Five Acres (be it more or leſs), purchaſed of *Charles Baily*; and alſo all that Cloſe of arable or paſture Ground called or known by the Name of the *Down Leas*, containing by Eſtimation Four Acres (be it more or leſs), ſituate, lying, and being at a certain Place called *Rowden Down*, within the ſaid Pariſh of *Chippenham*, and County aforeſaid, then in the Poſſeſſion or Occupation of the ſaid *John Norris*;

and all that Ground or Close of Meadow called or known by the Name of *Rowden Down*, containing by Estimation Four Acres (be it more or less), situate, lying, and being in the Parish of *Chippenham* aforesaid, heretofore in the Possession or Occupation of *Stephen Watley*, Innholder, deceased, and adjoining to a Close of the said *John Norris* called *Culverhayes*; and all that Close of meadow Ground commonly called or known by the Name of *Salter's Cross*, containing by Estimation Five Acres (be the same more or less), which said Closes called *Rowden Down* and *Salter's Cross* were then in the Possession or Occupation of the said *John Norris*; and also all those Three Messuages or Tenements, Barns, Stables, and Outhouses, Garden and Orchard, with the Appurtenances, in the several Parishes of *Polshed* alias *Palshott*, *Melksham*, and the Hamlet of *Chitto*, some or One of them, in the said County of *Wilts*; and also all those Closes and Grounds of arable, meadow, and pasture, commonly called and known by the Name of *Bushy Marsh* alias *Bushy Mearsh*, containing by Estimation Seventy-five Acres (be they more or less) situate, lying, and being within the said Parishes of *Polshed* alias *Palshott*, *Melksham*, and the Hamlet of *Chitto* aforesaid, or One of them, in the said County of *Wilts*, and all those Messuages, Cottages, or Tenements, with the Backsides, Orchards, and Gardens, thereto belonging; and all those Two Closes of arable Land called or known by the Name of *Chauntry Field*, containing by Estimation Five Acres (be the same more or less), with a Barn thereupon erected and built; and all those Two Parcels of Wood-grounds or Moors, containing by Estimation Two Acres (be the same more or less), adjoining to the said Close of arable Land; and all that Close or Meadow called the *Parrocke*, containing by Estimation about One Acre and an Half (be it more or less); and all those Two Closes of meadow Ground, containing in the Whole by Estimation Four Acres (be they more or less), called the *Chauntry Meads*; and all that Close of meadow Ground called *Townsend's Leaze* or *Townsend's Mead*, containing by Estimation Two Acres (be the same more or less); all which Premises last-mentioned were then, or then late were, in the several Tenures or Occupations of Farmer *Hunt*, *John Nicholas*, Esquire, *William Webb*, *Robert Tinker*, *Robert Dickman*, *Baker*, *Baton*, *Sheffard*, *Ruddle*, or some of them, their or some of their Undertenants or Assigns; and all Moors, Common of Pasture, Right of Common, Hedges, Hedgerows, Woods, Underwoods, Springs, Groves, Coppices, Ways, Watercourses, Paths, Passages, Commodities, Emoluments, Hereditaments, and Appurtenances, to the said last-mentioned Premises belonging or appertaining, or therewith usually held, occupied, or enjoyed, or reputed, deemed, taken, or known, as Part, Parcel, or Member thereof; and also all that Piece of arable or pasture Land called or known by the Name of *Goslwell's Piece*, lying and being in *Bromham*, in the said County of *Wilts*, containing by Estimation Six Acres (be it more or less) and Common of Pasture for One Rother Beast in the Commons and other commonable Places within the said Parish of *Bromham*; and all that Ground of Arable in *Bromham* aforesaid, called or known by the Name of *Moon Leas Coppice*, containing by Estimation Two Acres (be the same more or less); which said Premises are situate, lying, and being in *Bromham* aforesaid, together with the Dwelling-house or Garden thereto belonging, and then or late were in the Tenure or Occupation of the said *John Nicholas* and Farmer *Hunt*, or One of them, their or One of their Undertenants or Assigns; and all those Two Closes, commonly called or known by the Name of *Goshills*, containing by Estimation Ten Acres and a Quarter of an Acre (be it more or less), together with the Coppice or Moor thereunto belonging and adjoining, situate, lying, and being in *Bromham* aforesaid, in the said County of *Wilts*, and Part of the Manor of *Bromham Baynton*; and all that Messuage, Tenement, Barn, Stable, Edifices, and Buildings, Orchard and Gardens, called or known by the Name of *Nonesuch*; and all those Grounds

called

called the *Home Ground*, *Hare Leaze*, *Skinner's Broad Close*, the *Grove*, *Etmore*, and all other Grounds, Woods, Moors, Lands, and Tenements, thereunto belonging or appertaining, or reputed, taken, and esteemed, as Part, Parcel, or Member thereof; and all those Messuages or Tenements thereunto belonging, heretofore in the Possession of *John Fraleing* and *William Webb*; and all those Closes of pasture or arable Land called *Great East Close* and *Little East Closes*, containing by Estimation Twelve Acres (more or less); and all that Close called the *Wood Leaze*, containg by Estimation Five Acres (more or less); and all that Close called the *Home Mead*, containing by Estimation Four Acres and an Half (more or less); and all that Close called *Shipping Close*, and the Two little Paddocks thereto belonging, containing by Estimation Two Acres and an Half (more or less); and all that Ground called the *Grove*, containing by Estimation Six Acres (more or less); and all that Ground called the *Leigh*, containing by Estimation Three Acres and an Half, and Twelve Acres of arable Land lying in *Roundway* Field; and all that Ground called *Erbs*, containing by Estimation about Four Acres (more or less); and all that Ground called *Colwell*, containing by Estimation Two Acres (more or less); and all those Closes of arable or pasture Ground called the *Three Home Closes* and *Varnells*, containing together Sixteen Acres (more or less); all which said Messuages or Tenements, Lands, and Premises, are Parcel of the Manor of *Bromham Baynton*, in the said County of *Wilts*, and were lately in the Possession or Occupation of the said Master *Nicholas*, his Undertenants or Assigns; and also all that Messuage or Tenement, with the Appurtenances, situate, lying and being in the Tything of *Westbrooke*, in the said Parish of *Bromham*, in the said County of *Wilts*, together with all those Four Closes of Meadow or Pasture, with the Appurtenances, in *Westbrooke* aforesaid, called or known by the Names of *Home Leaze*, containing by Estimation Three Acres (more or less), *Three Horne Croft*, containing by Estimation Two Acres (more or less), *Etmore*, containing by Estimation One Acre (more or less); and all that Close called *Mawl's Acre*; and also all that Messuage or Tenement, Orchard, Garden, and the inclosed Ground whereon the said Tenement standeth, containing by Estimation Two Acres (more or less); and all that Close of Pasture or Meadow, called or known by the Name of *Stony Croft*, containing by Estimation One Acre (more or less), with their Appurtenances, in *Westbrooke* aforesaid; and all that Messuage, Tenement, or Dwelling-house lying upon *Sandridge Hill*, in the Tything of *Woodrew*, in the Parish of *Melksham*; and all those Three several Grounds or Closes of Arable or Pasture, and all that Alder Moor or Coppice lying together, and near adjoining to the aforesaid Messuage or Tenement, containing by Estimation Eighteen Acres (more or less); and all that Close of Meadow or Pasture called or known by the Name of *Sandridge Mead*, containing by Estimation Ten Acres (more or less) to the said Messuage belonging and appertaining; and all that Tenement or Cottage, with the Orchard, Garden, and Backside, thereto belonging, containing by Estimation Half an Acre (more or less), lying in the aforesaid Tything of *Woodrew*; all which Premises last-mentioned are in the Tenure or Occupation of *Ruddle*, his Undertenants or Assigns; and also all and all Manner of Houses, Outhouses, Edifices, Buildings, Barns, Stables, Stalls, Backsides, Orchards, Gardens, Lands, Tenements, Cottages, Coppices, Woods, Underwoods, and Trees, with the Ground and Soil of the same Woods, Underwoods, and Trees, Moors, Marshes, and all Ways, Waters, Paths, Passages, Commons, Common of Pasture, Easements, Profits, Commodities, Emoluments, Hereditaments, Advantages, and Appurtenances whatsoever, to the said Messuages or Tenements, Cottages, Closes, Grounds, Coppice, and Premises, belonging or in any-ways appertaining; and also all that Piece of pasture Ground inclosed, containing Two Acres, or thereabouts, lying and being in the Forest of *Chippenham* alias *Pewsham*, and near to the Town of *Chippenham*; and also all Messuages, Tenements, Orchards, Commons, Rents,

Arrearages

Arrearages of Rents, Profits, Waters, Ways, Woods, Underwoods, and Trees, and all other Hereditaments, Commodities, and Advantages whatſoever, growing, being, coming, or ariſing, in, upon, or out of, the ſaid Premiſes; and all that Annuity or yearly Rent of Eight Pounds Sterling, to be taking, iſſuing, and going out of certain Meſſuages, Lands, and Tenements, called *Sambourn Farm*, and certain Rents, Reverſions, and Services, with the Appurtenances, in *Chippenham* aforeſaid, in the ſaid Pariſh of *Chippenham*, and in the Hundred of *Chippenham*, in the ſaid County of *Wilts*, payable yearly at the Feaſt of Saint *Michael* and the Annunciation of our Lady, by equal Portions; and all that Meſſuage or Tenement, and Water Griſt Mill, formerly Two Water Mills, with a Barn thereunto adjoining, ſituate, lying, and being within the Pariſh of *Eromham*, in the ſaid County of *Wilts*; and alſo all that Cottage, with a Garden thereunto belonging, ſituate, lying, and being near unto the ſaid Mill; and alſo all thoſe Two Cloſes or Grounds of arable Land belonging, or reputed to belong, to the ſaid Mill, containing in the Whole by Eſtimation Sixteen Acres One Quarter of an Acre and Twenty-three Poles (more or leſs), and commonly called the *Upper Grounds*; and all that Piece or Parcel of paſture Ground alſo belonging, or reputed to belong, to the ſaid Mill, called the *Hangings*, or *Lower Ground*, containing by Eſtimation Eight Acres (more or leſs); all which ſaid Premiſes are ſituate, lying, and being, within or near the ſaid Pariſhes of *Bromham* and *Rowde*, or One of them, and then were in the Poſſeſſion or Occupation of his Undertenants or Aſſigns, with the Appurtenances, in the ſaid County of *Wilts*; and all that capital Meſſuage and Tenement, called or known by the Name of the *Ivy*, in the ſaid Pariſh of *Chippenham*, and all that other Meſſuage or Tenement, ſituate, lying, and being at the *Ivy* aforeſaid, together with all and all Manner of Houſes, Outhouſes, Edifices, Buildings, Barns, Stables, Yards, Backſides, Orchards, Gardens, Curtilages, and Appurtenances whatſoever, to the ſaid ſeveral Meſſuages belonging or in any-wiſe appertaining; and alſo all thoſe Cloſes of Meadow or Paſture Ground thereunto belonging, called or known by the Name of *Home Grounds*, containing by Eſtimation Seven Acres (be it more or leſs); and all thoſe Two Meadows or Paſture Grounds, called the *Little Breach Mead*, and the *Breach*, containing by Eſtimation Four Acres (be they more or leſs), the *Little Breach* lying at the Bottom of the Mead called *Cullern Mead*, herein after-mentioned, and the *Breach* lying next to a Ground heretofore in the Poſſeſſion of *Samuel Collett*; and alſo all that Cloſe of Meadow or Paſture Ground called the *Buſhy Leaze*, containing by Eſtimation Six Acres (be it more or leſs), adjoining near to a Cloſe of *Richard Singer*; and all that Cloſe of Meadow or Paſture Ground called *Vincent*'s, or *Reeves*'s, containing by Eſtimation Ten Acres (be it more or leſs); and alſo all that Cloſe of Meadow or Paſture Ground, commonly called or known by the Name of *Cullern Mead*, containing by Eſtimation Six Acres and an Half (be it more or leſs); and all that Cloſe of arable, meadow, or paſture Ground, commonly called or known by the Name of *Pickett Leaze*, alias *Woodland*, containing by Eſtimation Seven Acres (be it more or leſs); which ſaid laſt-mentioned Premiſes, called *Cullern Mead* and *Pickett Leaze*, were heretofore purchaſed by *John Scott* of and from *William Stevens* of *Chippenham* aforeſaid, Innholder, and were purchaſed of the ſaid *John Scott* by the ſaid *John Norris*, and are ſituate, lying, and being in the ſeveral Pariſhes of *Chippenham*, *Langley Burrell*, and *Hardenhuiſh*, aforeſaid; and alſo all that Manor, or reputed Manor, Meſſuages, Lands, Tenements, and Hereditaments, ſituate, lying, and being in the Pariſh of *Abury*, otherwiſe *Avebury*, in the ſaid County of *Wilts*, called or known by the Name or Names of *Abury Farm* and *Brinſden* otherwiſe *Bronſden Farm*, purchaſed by the ſaid *William Norris*, Father of the ſaid *John Norris*, of *Henry Baynton* and *John Popham*, Eſquires, or One of them, and were then, or then late were, in the Tenure or Occupation of *Hugh Potter*, his Undertenants and Aſſigns, and alſo all Houſes, Edifices, Buildings, Barns, Stables, Courts, Court Yards, Back-

Backſides, Mills, Ways, Paſſages, Waters, Watercourſes, Lands, Tenements, Meadows, Paſtures, Feedings, Commons, Common of Paſture, Woods, Underwoods, Waſte, Waſte Grounds, Courts, Courts Leet, Courts Baron, View of Frankpledge, and all that to Courts Leet, Courts Baron, and View of Frankpledge, belongeth, Profits and Perquiſites of Courts, Rights, Royalties, Liberties, Franchiſes, Privileges, Juriſdictions, Rents, Reverſions, Services, Eaſements, Profits, Commodities, Advantages, Emoluments, Hereditaments, and Appurtenances to all and every the ſaid Manors, Meſſuages, Lands, Tenements, Hereditaments, and Premiſes, or to any or either of them belonging, incident, or appertaining, or with them or any or either of them uſed, occupied, or enjoyed, or accepted, reputed, deemed, taken, or known, as Part, Parcel, or Member thereof, and the Reverſion and Reverſions, Remainder and Remainders, yearly and other Rents, Iſſues and Profits thereof, and of every Part and Parcel thereof, were ſettled, limited, and aſſured, to the Uſes therein after-mentioned; that is to ſay, As to the ſaid Manors, Lands, Tenements, Hereditaments, and Premiſes, purchaſed by the ſaid *William Norris*, Father of the ſaid *John Norris*, of the ſaid *Henry Baynton* and *John Popham*, Eſquires, in the ſaid Pariſh of *Abury*, otherwiſe *Avebury*, called by the Names of *Abury Farm* and *Brinſden*, otherwiſe *Bronſden Farm*, to the Uſe of the ſaid *John Norris* for his Life, without Impeachment of Waſte (except voluntary Waſte in Houſes and Buildings); and, after his Deceaſe, for the raiſing a Rentcharge or yearly Sum of One hundred and Fifty Pounds, thereby limited to the ſaid *Elizabeth*, the Wife of the ſaid *John Norris*, for her Life; Remainder to the Uſe of the ſaid *John Norris*, his Heirs and Aſſigns; and as to the ſaid ſeveral Meſſuages, Tenements, Farms, Lands, and Premiſes, in the ſaid ſeveral Pariſhes of *Chippenham*, *Langley Burrell*, and *Hardenhuiſh*, in the ſeveral Tenures of *Young*, *Banks*, *Ritchings*, *Gideon Tanner*, *John Powell*, and *Daniel Powell*; and the ſaid Premiſes called *Frogwell Buſhy Leaze* and *Lady Mead*, *Rowden Down*, and *Salter's Croſs*, and the ſaid Meſſuages, Tenements, Farms, Lands, Woods, and all other the Premiſes in the Pariſhes of *Bromham*, *Melkſham*, and *Pollſhot*, otherwiſe *Palſhed*, and in the ſaid Hamlet of *Chitto*, to the Uſe of the ſaid *William Norris* (Party thereto) for his Life, without Impeachment of Waſte (except voluntary Waſte in Houſes and Buildings;) Remainder to the Uſe of the ſaid *Paul Methuen* and *John Hulbert*, and their Heirs, during the Life of the ſaid *William Norris*, upon Truſt to preſerve the contingent Remainders; and, after the Deceaſe of the ſaid *William Norris*, as to all and ſingular the ſaid Meſſuages, Farms, Lands, and Premiſes, in the ſaid Pariſhes of *Chippenham*, *Langley Burrell*, and *Hardenhuiſh*, then in the Tenures of the ſaid *Young*, *Banks*, *Ritchings*, *Gideon Tanner*, *John Powell*, and *Daniel Powell*, the ſaid Premiſes called *Frogwell Buſhy Leaze*, and *Lady Mead*, *Rowden Down*, and *Salter's Croſs*, and Part of the ſaid Farm late in the Poſſeſſion of the ſaid *Hunt*, in the ſaid Pariſh of *Bromham* and Hamlet of *Chitto*, and then in the Occupation of at the yearly Rent of Eighty Pounds; and the ſaid Premiſes called *Buſhy Marſh*, otherwiſe *Buſhy Mearſh*, and the ſaid Meſſuages, Farms, Lands, and Premiſes, in the ſaid Pariſhes of *Bromham*, *Melkſham*, *Polſhott*, otherwiſe *Palſhead*, and in the ſaid Hamlet of *Chitto*, then or late in the Tenures of *Ruddle*, *Robert Tinker*, and *Dickman*, and the ſaid Lands and Premiſes called *Roundway Field*, being altogether of the yearly Value of Six hundred and Fifty Pounds, and Part of the Premiſes before limited to the ſaid *William Norris* for his Life, to the Uſe of the ſaid *Elizabeth* the Wife of the ſaid *William Norris*, then *Elizabeth Fox*, for her Life, for her Jointure, and in lieu and bar of her Dower and Thirds; and as to all and every other the Manors, Meſſuages, Lands, Tenements, Hereditaments, and Premiſes, whereof no Uſe was therein before limited to the ſaid *William Norris* (Party thereto), for his Life, to the Uſe of the ſaid *John Norris*, for his Life, without Impeachment of Waſte

(except voluntary Waſte in Houſes and Buildings; and, after his Deceaſe, to the Uſe of the ſaid *Elizabeth Norris* his Wife, for Life; and, from and after the Determination of that Eſtate, to the Uſe of the ſaid *William Norris* (Party thereto) for his Life, without Impeachment of Waſte (except voluntary Waſte in Houſes and Buildings; Remainder to the Uſe of the ſaid *Paul Methuen* and *John Hulbert*, and their Heirs, during the Life of the ſaid *William Norris*, upon Truſt to preſerve the contingent Remainders; and as to all and every the Manors, Meſſuages, Lands, Tenements, and Premiſes, therein before-mentioned to be thereby granted and releaſed, except the ſaid Manors, Farms, Lands, Tenements, Hereditaments, and Premiſes, purchaſed of the ſaid *Henry Baynton* and *John Popham*, ſituate in the ſaid Pariſh of *Abury*, otherwiſe *Avebury*, and called by the Name of *Abury Farm* and *Brinſden*, otherwiſe *Bronſden Farm*, from and immediately after the Determination of the ſeveral Uſes and Eſtates therein before reſpectively limited thereof, and as the ſame ſhould reſpectively determine, to the Uſe of the ſaid *Robert Neale* and *Thomas Lawrence*, their Executors, Adminiſtrators, and Aſſigns, for the Term of Five hundred Years, in Truſt for raiſing Portions and Maintenance for the Daughters and younger Sons of the ſaid intended Marriage, in caſe of Iſſue Male thereof, as is herein mentioned; and from and after the Expiration, or other ſooner Determination of the ſaid Term of Five hundred Years, to the Uſe of the Firſt and every other Son of the ſaid intended Marriage, ſucceſſively, in Tail Male; and, for Default of ſuch Iſſue, to the Uſe of the ſaid *Robert Neale* and *Thomas Lawrence*, their Executors, Adminiſtrators, and Aſſigns, for the Term of One thouſand Years, in Truſt for raiſing Portions and Maintenance for the Daughters of the ſaid intended Marriage, in caſe of Failure of Iſſue Male thereof, as is therein mentioned; and after the End, Expiration, or other ſooner Determination, of the ſaid Term of One thouſand Years, to the Uſe of the Heirs of the Body of the ſaid *William Norris*; and, in Default of ſuch Iſſue, to the Uſe of the ſaid *John Norris*, his Heirs and Aſſigns for ever; with Powers for the ſaid *John Norris*, and *Elizabeth* his Wife, *William Norris*, and *Elizabeth* his Wife, then *Elizabeth Fox*, reſpectively, when in Poſſeſſion of the ſaid Premiſes, to make Leaſes and grant Copies thereof, or of any Part thereof, in ſuch Manner as is therein mentioned:

And whereas the ſaid *John Norris* is dead, without leaving any Will, or making any Diſpoſition of the Premiſes at *Abury*, otherwiſe *Avebury*, and *Elizabeth*, the Wife of the ſaid *John Norris*, is alſo dead, and the ſaid *William Norris* is now become ſeiſed in Fee-ſimple, as the eldeſt Son and Heir at Law of his ſaid Father *John Norris*, of and in the ſaid Manor, or reputed Manor, Meſſuages, Lands, Tenements, and Hereditaments, ſituate, lying, and being, in the Pariſh of *Abury*, otherwiſe *Avebury*, in the ſaid County of *Wilts*, called or known by the Name or Names of *Abury Farm* and *Brinſden*, otherwiſe *Bronſden Farm*, purchaſed by the ſaid *William Norris*, Father of the ſaid *John Norris*, of *Henry Baynton* and *John Popham*, Eſquires, or One of them:

And whereas the ſaid Farm, called *Abury Farm*, is of the yearly Value of Ninety Pounds, and is now held at that Rent by one *Robert Nalder*:

And whereas the ſaid Farm, called *Brinſden*, otherwiſe *Bronſden Farm*, is of the yearly Value of One hundred and Eighty Pounds, and is now held at that Rent by the ſaid *Robert Nalder*:

And whereas all that the aforeſaid Meſſuage or Tenement, and the Orchard or Garden thereto belonging, with the Barn, and Cow-houſe or Stable, and One Plot of arable Land adjoining to the ſaid Orchard or Garden, containing Three Yards of Ground (be it more or leſs) the Lands formerly of *Bartholomew Sarſbury* lying

lying on the Weſt and North Sides of the ſaid Plot of arable Land, and the ſaid Cloſe, called the *Cow Leaze*, lying on the Eaſt Side thereof, which ſaid Plot of arable Land is now commonly called the *Parrocke* or *Paddocke*, and is parted from the ſaid Cloſe called the *Cow Leaze* by a little Brook or Rivulet; and alſo One Cloſe of meadow Ground lying over-againſt the ſaid Meſſuage, containing by Eſtimation Two Acres (be it more or leſs) the Highway leading from *Chippenham* to *Sheldon* lying on the North Side thereof, which ſaid laſt-mentioned Cloſe of meadow Ground is now called or known by the Name of the *Little Mead*, and is bounded on the Eaſt by Lands late of *Roger Cooke*, and on the Weſt and South by Lands late of *John Scott*, ſince of the ſaid *John Norris*, and now of the ſaid *William Norris*; and alſo all that Cloſe formerly of meadow and arable Land, but now paſture Ground, lying on the Eaſt Side of the ſaid Meſſuage and Plot of arable Land, containing by Eſtimation Five Acres (be it more or leſs) the Highway leading from *Chippenham* to *Sheldon* on the South Side thereof, and the Highway leading from *Chippenham* to *Hardenhuiſh* on the Eaſt Side thereof, Lands belonging to the Manor of *Monkton*, formerly in the Poſſeſſion of the ſaid *John Scott*, lying on the North Part thereof, and the Lands, formerly of the ſaid *Bartholomew Sanſbury*, lying on the Weſt Part thereof, which ſaid Cloſe laſt-mentioned is parted from the Lands of the ſaid *Bartholomew Sanſbury* by the ſaid little Brook or Rivulet, and is now commonly called or known by the Name of *Cow Leaze*; and all that little Cloſe of arable or paſture Ground, containing by Eſtimation Two Acres and an Half (be it more or leſs) the Highway leading from *Chippenham* aforeſaid to *Sheldon* aforeſaid being on the North Side thereof, the Land formerly in the Poſſeſſion of *Thomas Scott*, ſince of the ſaid *John Norris*, or his Tenant, lying on the Eaſt and South Parts thereof, and the Lands formerly in the Poſſeſſion of the ſaid *Richmond Aland*, but ſince of *Thomas Newman*, as Tenant to the Widow of the ſaid *Richmond Aland*, on the Weſt Side thereof, which ſaid laſt-mentioned Cloſe is now commonly called *Vincent's*, and was formerly conveyed to one *Matthew Aland* by the Name of *Bond's Leaze*, in Exchange for One Ground of Paſture or Arable in *Chippenham Home Field*, called *Derriard's Croft*; and alſo all that Cloſe of meadow and arable Land called *Pipſmore*, through which runneth the ſaid little Brook or Rivulet, containing by Eſtimation Two Acres and an Half (be it more or leſs); a certain Field, commonly called *Pipſmore Field*, formerly in the Poſſeſſion of *Moſely*, Widow, who held the ſame, with other Lands, of the Manor of *Sheldon*, lying on the North Side of the ſaid Cloſe laſt herein before-mentioned, the Lands formerly of *William Lord*, but ſince of the ſaid *Bartholomew Sanſbury*, lying on the Weſt Side thereof, on the Eaſt bounded by the Highway leading from *Sheldon* to *Hardenhuiſh*, and on the South Side by the Cloſe herein after-mentioned, called the *Middle Ground*; and alſo all that other formerly One Cloſe of arable Land thereto adjoining, lying at a Place called *Sheldon Corner*, formerly called the *Four Acres*, containing by Eſtimation Four Acres (be it more or leſs) the Highway leading from *Chippenham* to *Sheldon* being on the South Side thereof, and the Lands formerly of *William Lord*, but ſince of the ſaid *Bartholomew Sanſbury*, on the Weſt Side thereof, and the ſaid Cloſe called *Pipſmore* on the North, and the Highway leading from *Sheldon* to *Hardenhuiſh* on the Eaſt Part thereof, which ſaid formerly One Cloſe, called the *Four Acres*, is now divided into Two Cloſes, One of them containing about Three Acres, and is called or known by the Name of the *Middle Ground*, and the other containeth about One Acre, and is called the *Little Ground*, all which Premiſes are ſituate, lying, and being in the Pariſh of *Chippenham*, and late were in the Tenure, Poſſeſſion, or Occupation, of the ſaid *Ritchings*, but now of *Thomas Brewer*; and alſo all that Cloſe of arable or meadow Ground, commonly called or known by the Name of *Lady Mead*, lying and being in the Fields of *Sheldon* and *Lowdon*, in the Pariſh of *Chippenham* aforeſaid, between the Lands heretofore of *James Eſſington* on the South Side,

Side, and Incloſures which one *William Deacon* formerly held, on the North Side, which ſaid Cloſe of Arable or Meadow containeth by Eſtimation Two Acres (be it more or leſs); and alſo all that Parcel of paſture or meadow Ground lying near a certain Place called *Rowdon Down*, in the Pariſh of *Chippenham* aforeſaid, containing by Eſtimation Half an Acre (be the ſame more or leſs) which ſaid Parcel of Meadow is now laid into the ſaid Cloſe called *Lady Mead*; and alſo One other Parcel of Meadow in the ſaid Cloſe called *Lady Mead*, heretofore purchaſed by Mrs. *Anna Gouldney* of Mr. *Neate*; and all thoſe Five Acres of arable Land, meadow or paſture Ground (be they more or leſs) ſituate, lying, and being at a Place called *Frogwell*, heretofore incloſed, the Highway leading from *Hardenhuiſh* towards *Laycock* on the One Side thereof, the Lands formerly in the Poſſeſſion of *Thomas Hawkins*, Gentleman, deceaſed, and ſince of *Robert Hawkins*, Son of the ſaid *Thomas Hawkins*, and late of *Henry Walters*, Eſquire, on the other Side thereof; and all that Cloſe of arable, meadow, or paſture Ground, commonly called or known by the Name of *Pickett Leaze*, alias *Woodland*, containing by Eſtimation Seven Acres (be it more or leſs) which ſaid laſt-mentioned Premiſes, called *Lady Mead* or *Lady Meads*, *Frogwell*, and *Pickett Leaze*, are ſituate, lying, and being in the ſaid Pariſhes of *Chippenham*, *Langley*, *Burrell*, and *Hardenhuiſh*, or ſome or One of them, and are now in the Poſſeſſion of the ſaid *Thomas Brewer*; and alſo all thoſe Two Cloſes of Paſture Ground, called *Barley Cloſes*, containing by Eſtimation Three Acres (be they more or leſs) formerly in the Poſſeſſion of *John Powell* and *Daniel Powell*, or One of them, their or One of their Undertenant or Undertenants; and alſo all the ſeveral Cottages, Tenements, or Dwelling-houſes, on the ſaid Cloſes, or One of them, ſtanding and being, and to them, or One of them, adjoining, in the ſeveral Poſſeſſions of

together with the ſeveral Pieces and Parcels of Garden Ground to the ſaid Cottages or Tenements belonging, which ſaid Cloſes have been ſometimes called *Barn Cloſes*, and now are in the Poſſeſſion of *Betty Powell*; and alſo all that Ground or Cloſe of Meadow, called or known by the Name of *Rowdon Down*, containing by Eſtimation Four Acres (be it more or leſs) ſituate, lying, and being in the aforeſaid Pariſh of *Chippenham*, and heretofore in the Poſſeſſion or Occupation of *Stephen Watley*, Innholder, deceaſed, and adjoining to a Cloſe of the ſaid *John Norris*, deceaſed, and now of the ſaid *William Norris*, called *Culverhayes*, which ſaid Cloſe called *Culverhayes*, and Part of the ſaid Cloſe called *Rowdon Down*, are now laid together, and called by the Name of the *Paddock*, the other Part of the ſaid Cloſe called *Rowdon Down*, not laid into the ſaid Paddock, being now in the Poſſeſſion of *John Eaton*; and alſo all that Cloſe of meadow Ground, commonly called or known by the Name of *Salter's Croſs*, containing by Eſtimation Five Acres (be the ſame more or leſs); and alſo all that Cloſe of meadow or paſture Ground, called the *Buſhy Leaze*, containing by Eſtimation Six Acres, adjoining near to a Cloſe of *Richard Singer*, and now in the Poſſeſſion of *Samuel Martyn*; and all that Cottage or Tenement, with the Garden thereto belonging; and all thoſe Two Cloſes of arable Land, called or known by the Name of *Chauntry Field*, containing by Eſtimation Five Acres (be the ſame more or leſs) with the Barn thereupon erected and built; and all thoſe Two Parcels of wood Ground or Moors, containing by Eſtimation Two Acres (be the ſame more or leſs) adjoining to the ſaid Cloſe of arable Land; and all that Cloſe or Meadow called the *Parrock*, containing by Eſtimation about One Acre and an Half (be it more or leſs); and all thoſe Two Cloſes of meadow Ground, containing, in the Whole, by Eſtimation, Four Acres (be they more or leſs) called the *Chauntry Meads*; and all that Cloſe of meadow Ground called *Townſend's Leaze*, or *Townſend's Mead*, containing by Eſtimation Two Acres (be the ſame more or leſs) which ſaid laſt-mentioned Cottage and Premiſes are ſituate, lying, and being in the Pariſh of *Bromham* aforeſaid, and are now in the Poſſeſſion of *Edwards*; and all Houſes, Outhouſes, Buildings, Ways,

Ways, Waters, Paths, Paſſages, Commons, Common of Paſture, Eaſements, Profits, Commodities, Emoluments, and Appurtenances, to the ſame Premiſes, and every of them, belonging or appertaining, being Part of the Premiſes limited, as aforeſaid, to the Uſe of the ſaid *Elizabeth*, the Wife of the ſaid *William Norris*, after the Deceaſe of the ſaid *William Norris*, for her Life for her Jointure; and after her Deceaſe, ſubject to the aforeſaid Term of Five hundred Years, to the Uſe of the Firſt and other Sons of the ſaid *William Norris* and *Elizabeth* his Wife, and the Heirs Male of the Body of ſuch Firſt and other Sons ſucceſſively, with ſuch other Remainders over as aforeſaid, are of the yearly Value of Eighty Pounds, and no more:

And whereas all that the aforeſaid capital Meſſuage and Tenement called and known by Name of the *Ivy Houſe*, in the ſaid Pariſh of *Chippenham*, together with all and all manner of Houſes, Outhouſes, Edifices, Buildings, Barns, Stables, Yards, Backſides, Orchards, Gardens, Curtilages, Pews, and Appurtenances whatſoever, to the ſaid capital Meſſuage belonging, or in any-wiſe appertaining; and alſo all thoſe Cloſes of meadow or paſture Ground to the ſaid capital Meſſuage belonging, and near adjoining thereto, called or known by the Names of the *Home Grounds* or *Ivy Ground*, containing by Eſtimation Seven Acres (be it more or leſs); and all thoſe Two Meadows or Paſture Grounds called the *Little Breach Mead*, and the *Breach* or *Home Breach*, containing by Eſtimation Four Acres (be it more or leſs); the *Little Breach* lying at the Bottom of the Mead called *Cullern Mead*, and the *Breach* or *Home Breach* lying next to a Ground heretofore in the Poſſeſſion of *Samuel Collett*; and alſo all that Cloſe of meadow or paſture Ground commonly called or known by the Name of *Cullern Mead*, containing by Eſtimation Six Acres and an Half (be it more or leſs); and alſo all that meadow or paſture Ground commonly called or known by the Name of the *Ham*, in the ſaid Pariſh of *Chippenham*, near the *Back Bridge* of *Chippenham* aforeſaid, containing by Eſtimation Five Acres (be it more or leſs); and alſo all that Cloſe of meadow or paſture Ground called *Culverhayes*, containing by Eſtimation Six Acres (be it more or leſs); which ſaid Cloſe called *Culverhayes*, and Part of the ſaid Cloſe called *Rowdon Down*, herein before ſaid to be heretofore in the Poſſeſſion of *Stephen Watley*, are now laid together, and called or known by the Name of the *Paddock*, lying on the North Side of the ſaid capital Meſſuage, and adjoining to the Road leading from *Chippenham* to *Bath*, on the South Side thereof, and to the Road leading from *Chippenham* to *Biddeſtone* on the Eaſt Side thereof, and contain in the Whole by Eſtimation Ten Acres One Rood and Twenty-two Poles (more or leſs); and alſo all that Cloſe of arable or paſture Ground called or known by the Name of *Down Leas*, containing by Eſtimation Four Acres (be it more or leſs), ſituate, lying, and being in *Rowdon Down* aforeſaid, in the ſaid Pariſh of *Chippenham*, and adjoining to the ſaid Cloſe called *Rowdon Down*, Part of which is now laid into the ſaid Paddock as aforeſaid; which ſaid Cloſe called *Down Leas*, together with Part of the ſaid Cloſe called *Rowdon Down*, not laid into the ſaid Paddock, are now in the Poſſeſſion of *John Eaton*; and all that Piece or Parcel of waſte Ground, being Part of the waſte Ground belonging to the ſaid Manors of *Chippenham*, *Sheldon*, and *Lowdon*, and now called the *Waſte Ivy*, lying between the ſaid capital Meſſuage and the Bridge of *Chippenham* aforeſaid, and bounded by the ſaid Road to *Bath* on the North Side thereof; and by the River *Avon*, and a Garden of the ſaid *William Norris*, lately incloſed out of the ſaid waſte Ground, and now in the Poſſeſſion of *Thomas Eacott*, on the South; and by the ſaid Cloſes called the *Ham* and *Ivy Grounds* on the Weſt; and alſo all that the new raiſed Road leading from the ſaid *Ivy Houſe* to the ſaid Bridge, being alſo Part of the waſte Ground belonging to the ſaid Manors; all which ſaid capital Meſſuage or Tenement, Lands and Premiſes, are now in the Poſſeſſion of *John Stone*, Eſquire, as Tenant to the ſaid *William Norris*, or his Undertenant or Undertenants; and alſo

all that Close of meadow or pasture Ground called *Further Rowdon Down*, containing by Estimation Four Acres, now in the Possession of *William Pinniger*; and also all that Close of meadow or pasture Ground adjoining to the said Closes called *Barley Closes*, containing by Estimation Two Acres, and now in the Possession of *Betty Powell*, which said Two last-mentioned Closes are Part and Parcel of the said Manors of *Chippenham*, *Sheldon*, and *Lowdon*; and also all that the aforesaid Messuage or Tenement, with the Appurtenances, situate, lying, and being in the said High Street of the Borough of *Chippenham* aforesaid, now in the Occupation of *Thomas Lyppeatt*; and all that Messuage, Tenement, or Dwelling-house, with the Appurtenances, situate, lying, and being in the said High Street of the Borough of *Chippenham* aforesaid, late in the Possession of *Thomas Brown*, and now of *William Gale*; and all that Tenement or Dwelling-house formerly Part of, or taken out of, and as the same is now divided from, the *George* Inn in *Chippenham* aforesaid, with the Yard or Backside, and that Part of the Stable formerly belonging to the said *George* Inn, and adjoining to the Backside late of *William Stevens*, Maltster, as the same are now, or lately were, divided and set out from the other Part of the same Stable, and containeth One Field of Building; and all that Plot or Parcel of the outward Backside formerly belonging to the said *George* Inn, which adjoineth to the said Field of Building, with a Pig-stye thereon; which last-mentioned Tenement or Dwelling-house, with the Appurtenances, are now in the Possession of *John Fripp*; and all that Messuage or Tenement, with the Appurtenances, situate, lying, and being within the said Borough of *Chippenham*, in a certain Street or Lane called the *Back Lane*, late in the Possession of *John Pullen*, now divided into Two Tenements, and in the Possession of *William Noyes* and *James Baily*, with a Plot or Piece of Garden Ground thereunto adjoining, late in the Possession of *Stephen Mosdell*; and also all those Two Messuages or Tenements situate, lying, and being in the said Borough of *Chippenham*, in a certain Lane there called *Gutter Lane*, now in the Possession of *Hugh Doddimead* and *Mitchell*, together with the Barn, Backside, and little Plot of Ground lying near or adjoining to the same, together with all Outhouses and Buildings, Ways, Waters, Paths, Passages, Easements, Profits, Commodities, Emoluments, and Appurtenances, to the said Messuages or Tenements, and every of them, belonging or appertaining, being Part of the Premises limited as aforesaid after the Decease of the said *William Norris*, and subject to the said Term of Five hundred Years, to the Use of the First and other Sons of the said *William Norris* and *Elizabeth* his Wife, and the Heirs Male of the Body of such First and other Sons successively, with such other Remainders over as aforesaid, are of the yearly Value of One hundred and Sixty-three Pounds and Eighteen Shillings, and no more:

And whereas the said *William Norris* hath Issue by the said *Elizabeth* his Wife Two Sons, to wit, *William Norris* their eldest Son, and *Norris*, who are both under the Age of Twenty-one Years; and Four Daughters, to wit, *Elizabeth Norris*, *Millicent Mary Norris*, *Dyonisia Norris*, and *Ellen Norris*, who are all under the Age of Twenty-one Years; and there is no other Issue of the said Marriage now living:

And whereas the aforesaid Messuages, Closes and Premises, of the aforesaid yearly Value of Eighty Pounds, and the aforesaid capital Messuage and Premises of the aforesaid yearly Value of One hundred and Sixty-three Pounds and Eighteen Shillings, are in great Part thereof liable to expensive Repairs, and the Whole being detached from the aforesaid other settled Estates, the said *William Norris* and *Elizabeth* his Wife are desirous that the same may be sold, and that the Money arising by such Sale may be received by the said *William Norris*, for his own Use; and, for that Purpose, that such the said Premises may be vested in the said *William Norris*, his Heirs and Assigns, freed and discharged of the aforesaid Uses, Trusts,

Truſts, Eſtates, Powers, Proviſoes, and Limitations, contained in the ſaid Marriage Settlement; and that the ſaid Farm called *Abury Farm*, in *Abury* otherwiſe *Avebury* aforeſaid, may be ſettled in lieu of the ſaid Jointure Lands ſo propoſed to be ſold; and that the ſaid Farm called *Brinſden* otherwiſe *Bronſden Farm*, in *Abury* otherwiſe *Avebury* aforeſaid, may be ſettled in lieu of the ſaid capital Meſſuage, and other Premiſes, ſo alſo propoſed to be ſold as aforeſaid:

And although ſuch Sale and Settlement of the ſaid reſpective Eſtates would be a great Advantage to the ſaid *William Norris* and *Elizabeth* his Wife, and all other Perſons intereſted under the ſaid recited Settlement; **Yet**, by reaſon of the ſtrict Limitations therein, the ſame cannot be effected without the Aid of an Act of Parliament:

Wherefore Your MAJESTY's moſt Dutiful Subjects, the ſaid *William Norris* and *Elizabeth* his Wife, and the ſaid *William Norris*, on behalf of and as Guardian to his ſaid Infant Children,

Do moſt humbly beſeech Your moſt Excellent MAJESTY,

That it may be **Enacted**; **And be it Enacted**, by the KING's moſt Excellent MAJESTY, with the Advice and Conſent of the Lords Spiritual and Temporal, and Commons, in this preſent Parliament aſſembled, and by the Authority of the ſame, That all that the aforeſaid Meſſuage or Tenement, and the Orchard or Garden thereto belonging, with the Barn and Cowhouſe, or Stable, and One Plot of arable Land adjoining to the ſaid Orchard or Garden, containing Three Yards of Ground (be it more or leſs); the Lands formerly of *Bartholomew Sanſbury* lying on the Weſt and North Sides of the ſaid Plot of arable Land, and the ſaid Cloſe called the *Cow Leaze* lying on the Eaſt Side thereof; which ſaid Plot of arable Land is now commonly called the *Parrock* or *Paddock*, and is parted from the ſaid Cloſe called the *Cow Leaze* by a little Brook or Rivulet; and alſo One Cloſe of meadow Ground lying over-againſt the ſaid Meſſuage, containing by Eſtimation Two Acres (be it more or leſs), the Highway leading from *Chippenham* to *Sheldon* lying on the North Side thereof; which ſaid laſt-mentioned Cloſe of meadow Ground is now called or known by the Name of the *Little Mead*; and is bounded on the Eaſt by Lands late of *Roger Cooke*; and on the Weſt and South by Lands late of *John Scott*, ſince of the ſaid *John Norris*, and now of the ſaid *William Norris*; and alſo all that Cloſe formerly of meadow and arable Land, but now paſture Ground, lying on the Eaſt Side of the ſaid Meſſuage and Plot of arable Land, containing by Eſtimation Five Acres (be it more or leſs); the Highway leading from *Chippenham* to *Sheldon* on the South Side thereof; and the Highway leading from *Chippenham* to *Hardenhuiſh* on the Eaſt Side thereof; Lands belonging to the Manor of *Monkton*, formerly in the Poſſeſſion of the ſaid *John Scott*, lying on the North Part thereof; and the Lands formerly of the ſaid *Bartholomew Sanſbury* lying on the Weſt Part thereof; which ſaid Cloſe laſt-mentioned is parted from the Lands of the ſaid *Bartholomew Sanſbury* by the ſaid little Brook or Rivulet, and is now commonly called or known by the Name of *Cow Leaze*; and all that little Cloſe of arable or paſture Ground, containing by Eſtimation Two Acres and an Half (be it more or leſs); the Highway leading from *Chippenham* aforeſaid to *Sheldon* aforeſaid being on the North Side thereof; the Land formerly in the Poſſeſſion of *Thomas Scott*, ſince of the ſaid *John Norris*, or his Tenant, lying on the Eaſt and South Parts thereof; and the Lands formerly in the Poſſeſſion of the ſaid *Richmond Aland*, but ſince of *Thomas Newman*, as Tenant to the Widow of the ſaid *Richmond Aland*, on the Weſt Side thereof; which ſaid laſt-mentioned Cloſe is now commonly called *Vincent's*, and was formerly conveyed to one *Matthew Aland*, by the Name of *Bond's Leaze*, in Exchange for One Ground of Paſture

Paſture or Arable in *Chippenham Home Field* called *Derriard's Croft*; and alſo all that Cloſe of meadow and arable Land called *Pipſmore*, through which runneth the ſaid little Brook or Rivulet, containing by Eſtimation Two Acres and an Half (be it more or leſs); a certain Field commonly called *Pipſmore Field*, formerly in the Poſſeſſion of *Moſely*, Widow, who held the ſame with other Lands of the Manor of *Sheldon*, lying on the North Side of the ſaid Cloſe laſt herein before-mentioned; the Lands formerly of *William Lord*, but ſince of the ſaid *Bartholomew Sanſbury*, lying on the Weſt Side thereof; on the Eaſt bounded by the Highway leading from *Sheldon* to *Hardenhuiſh*; and on the South Side by the Cloſe herein after-mentioned called the *Middle Ground*; and alſo all that other formerly One Cloſe of arable Land thereto adjoining, lying at a Place called *Sheldon Corner*, formerly called the *Four Acres*, containing by Eſtimation Four Acres (be it more or leſs); the Highway leading from *Chippenham* to *Sheldon* being on the South Side thereof; and the Lands formerly of *William Lord*, but ſince of the ſaid *Bartholomew Sanſbury*, on the Weſt Side thereof; and the ſaid Cloſe called *Pipſmore* on the North; and the Highway leading from *Sheldon* to *Hardenhuiſh* on the Eaſt Part thereof; which ſaid formerly One Cloſe called the *Four Acres* is now divided into Two Cloſes, One of them containing about Three Acres, and is called or known by the Name of the *Middle Ground*; and the other containeth about One Acre, and is called the *Little Ground*; all which Premiſes are ſituate, lying, and being in the Pariſh of *Chippenham*, and late were in the Tenure, Poſſeſſion, or Occupation, of the ſaid *Ritchings*, but now of *Thomas Brewer*; and alſo all that Cloſe of arable or meadow Ground commonly called or known by the Name of *Lady Mead*, lying and being in the Fields of *Sheldon* and *Lowdon*, in the Pariſh of *Chippenham* aforeſaid, between the Lands heretofore of *James Eſſington* on the South Side; and Incloſures which one *William Deacon* formerly held on the North Side; which ſaid Cloſe of Arable or Meadow containeth by Eſtimation Two Acres (be it more or leſs); and alſo all that Parcel of paſture or meadow Ground lying near a certain Place called *Rowdon Down*, in the Pariſh of *Chippenham* aforeſaid, containing by Eſtimation Half an Acre (be the ſame more or leſs); which ſaid Parcel of Meadow is now laid into the ſaid Cloſe called *Lady Mead*; and alſo One other Parcel of Meadow in the ſaid Cloſe called *Lady Mead*, heretofore purchaſed by Mrs. *Anna Gouldney* of Mr. *Neate*; and all thoſe Five Acres of arable Land, meadow or paſture Ground (be they more or leſs), ſituate, lying, and being at a Place called *Frogwell*, heretofore incloſed; the Highway leading from *Hardenhuiſh* towards *Laycock* on the one Side thereof; the Lands formerly in the Poſſeſſion of *Thomas Hawkins*, Gentleman, deceaſed, and ſince of *Robert Hawkins*, Son of the ſaid *Thomas Hawkins*, and late of *Henry Walters*, Eſquire, on the other Side thereof; and all that Cloſe of arable, meadow, or paſture Ground, commonly called or known by the Name of *Pickett Leaze* alias *Woodland*, containing by Eſtimation Seven Acres (be it more or leſs); which ſaid laſt-mentioned Premiſes called *Lady Mead* or *Lady Meads*, *Frogwell*, and *Pickett Leaze*, are ſituate, lying, and being, in the ſaid Pariſhes of *Chippenham*, *Langley Burrell*, and *Hardenhuiſh*, or ſome or One of them, and are now in the Poſſeſſion of the ſaid *Thomas Brewer*; and alſo all thoſe Two Cloſes of paſture Ground called *Barley Cloſes*, containing by Eſtimation Three Acres (be they more or leſs), formerly in the Poſſeſſion of *John Powell* and *Daniel Powell*, or One of them, their or One of their Undertenant or Undertenants; and alſo all the ſeveral Cottages, Tenements, or Dwelling-houſes, on the ſaid Cloſes, or One of them, ſtanding and being, and to them, or One of them, adjoining, in the ſeveral Poſſeſſions of

together with the ſeveral Pieces and Parcels of Garden Ground to the ſaid Cottages or Tenements belonging; which ſaid Cloſes have been ſometimes called *Barn Cloſes*, and now are in the Poſſeſſion of the ſaid *Betty Powell*; and alſo all that Ground or Cloſe of Meadow called or known by the Name of *Rowdon Down*, containing by Eſtimation Four Acres (be it more

or

or leſs), ſituate, lying, and being in the aforeſaid Pariſh of *Chippenham*, and heretofore in the Poſſeſſion or Occupation of *Stephen Watley*, Innholder, deceaſed, and adjoining to a Cloſe of the ſaid *John Norris*, deceaſed, and now of the ſaid *William Norris*, called *Culverhayes*: which ſaid Cloſe called *Culverhayes*, and Part of the ſaid Cloſe called *Rowden Down*, are now laid together, and called by the Name of the *Paddock*, the other Part of the ſaid Cloſe called *Rowden Down*, not laid into the ſaid Paddock, being now in the Poſſeſſion of *John Eaton*; and alſo all that Cloſe of meadow Ground, commonly called or known by the Name of *Salter's Croſs*, containing by Eſtimation Five Acres (be the ſame more or leſs); and alſo all that Cloſe of meadow or paſture Ground, called the *Buſhy Leaze*, containing by Eſtimation Six Acres, adjoining near to a Cloſe of *Richard Singer*, and now in the Poſſeſſion of *Samuel Martyn*, and all that Cottage or Tenement, with the Garden thereto belonging; and all thoſe Two Cloſes of arable Land, called or known by the Name of *Chauntry Field*, containing by Eſtimation Five Acres (be the ſame more or leſs), with the Barn thereupon erected and built; and all thoſe Two Parcels of Wood Ground or Moors, containing by Eſtimation Two Acres (be the ſame more or leſs), adjoining to the ſaid Cloſe of arable Land; and all that Cloſe or Meadow called the *Parrock*, containing by Eſtimation about One Acre and an Half (be it more or leſs); and all thoſe Two Cloſes of meadow Ground, containing in the Whole by Eſtimation Four Acres (be they more or leſs), called the *Chauntry Meads*; and all that Cloſe of meadow Ground called *Townſend's Leaze*, or *Townſend's Mead*, containing by Eſtimation Two Acres (be the ſame more or leſs); which ſaid laſt-mentioned Cottage and Premiſes are ſituate, lying, and being in the Pariſh of *Bromham* aforeſaid, and are now in the Poſſeſſion of *Edwards*; and all Houſes, Outhouſes, Buildings, Ways, Waters, Paths, Paſſages, Commons, Common of Paſture, Eaſements, Profits, Commodities, Emoluments, and Appurtenances, to the ſame Premiſes, and every of them, belonging or appertaining; and alſo all that the aforeſaid capital Meſſuage and Tenement, called and known by the Name of the *Ivy Houſe*, in the ſaid Pariſh of *Chippenham*, together with all and all manner of Houſes, Outhouſes, Edifices, Buildings, Barns, Stables, Yards, Backſides, Orchards, Gardens, Curtilages, Pews, and Appurtenances whatſoever, to the ſaid capital Meſſuage belonging or in any-ways appertaining; and alſo all thoſe Cloſes of meadow or paſture Ground to the ſaid capital Meſſuage belonging and near adjoining thereto, called or known by the Names of the *Home Grounds*, or *Ivy Ground*, containing by Eſtimation Seven Acres (be it more or leſs); and all thoſe Two Meadows of paſture Grounds called the *Little Breach Mead* and the *Breach* or *Home Breach*, containing by Eſtimation Four Acres (be it more or leſs); the *Little Breach* lying at the Bottom of the Mead called *Cullern Mead*, and the *Breach*, or *Home Breach*, lying next to a Ground heretofore in the Poſſeſſion of *Samuel Collet*; and alſo all that Cloſe of meadow or paſture Ground, commonly called or known by the Name of *Cullern Mead*, containing by Eſtimation Six Acres and an Half (be it more or leſs); and alſo all that meadow or paſture Ground, commonly called or known by the Name of the *Ham*, in the ſaid Pariſh of *Chippenham*, near the Back Bridge of *Chippenham* aforeſaid, containing by Eſtimation Five Acres (be it more or leſs); and alſo all that Cloſe of meadow or paſture Ground called *Culverhayes*, containing by Eſtimation Six Acres (be it more or leſs); which ſaid Cloſe called *Culverhayes*, and Part of the ſaid Cloſe called *Rowden Down*, herein before ſaid to be heretofore in the Poſſeſſion of *Stephen Watley*, are now laid together, and called or known by the Name of the *Paddock*, lying on the North Side of the ſaid capital Meſſuage, and adjoining to the Road leading from *Chippenham* to *Bath*, on the South Side thereof, and to the Road leading from *Chippenham* to *Biddeſton*, on the Eaſt Side thereof, containing in the Whole by Eſtimation Ten Acres One Rood and Twenty-two Poles (more or leſs); and alſo all that Cloſe of arable or paſture Ground called or known by the Name of *Down Leas*, containing by Eſtimation Four Acres (be it more or leſs), ſituate, lying, and being in *Rowden Down* aforeſaid, in the ſaid Pariſh of *Chippenham*, and adjoining to the ſaid Cloſe

called *Rowden Down*, Part of which is now laid into the ſaid Paddock, as aforeſaid; which ſaid Cloſe, called *Down Leas*, together with Part of the ſaid Cloſe called *Rowden Down*, not laid into the ſaid Paddock, are now in the Poſſeſſion of *John Eaton*; and all that Piece or Parcel of waſte Ground, being Part of the waſte Ground belonging to the ſaid Manors of *Chippenham*, *Sheldon*, and *Lowden*, and now called the *Waſte Ivy*, lying between the ſaid capital Meſſuage and the Bridge of *Chippenham* aforeſaid, and bounded by the ſaid Road to *Bath* on the North Side thereof, and by the River *Avon* and a Garden of the ſaid *William Norris*, lately incloſed out of the ſaid waſte Ground, and now in the Poſſeſſion of *Thomas Eacott*, on the South, and by the ſaid Cloſes called the *Ham* and *Ivy Grounds* on the Weſt; and alſo all that the new-raiſed Road leading from the ſaid *Ivy Houſe* to the ſaid Bridge, being alſo Part of the waſte Ground belonging to the ſaid Manors; all which ſaid capital Meſſuage or Tenement, Lands, and Premiſes, are now in the Poſſeſſion of *John Stone*, Eſquire, as Tenant to the ſaid *William Norris*, or his Undertenant or Undertenants; and alſo all that Cloſe of meadow or paſture Ground, called *Further Rowden Down*, containing by Eſtimation Four Acres, now in the Poſſeſſion of *William Pinniger*; and alſo all that Cloſe of meadow or paſture Ground adjoining to the ſaid Cloſes called *Barley Cloſes*, containing by Eſtimation Two Acres, and now in the Poſſeſſion of the ſaid *Betty Powell*; which ſaid Two laſt-mentioned Cloſes are Part and Parcel of the ſaid Manors of *Chippenham*, *Sheldon*, and *Lowden*; and all that the aforeſaid Meſſuage or Tenement, with the Appurtenances, ſituate, lying, and being in the ſaid High Street of the Borough of *Chippenham* aforeſaid, now in the Occupation of *Thomas Lyppeatt*; and all that Meſſuage, Tenement, or Dwelling-houſe, with the Appurtenances, ſituate, lying, and being, in the ſaid High Street of the Borough of *Chippenham* aforeſaid, late in the Poſſeſſion of *Thomas Brown*, and now of *William Gale*; and all that Tenement or Dwelling-houſe, formerly Part of, or taken out of, and as the ſame is now divided from, the *George Inn* in *Chippenham* aforeſaid, with the Yard or Backſide, and that Part of the Stable formerly belonging to the ſaid *George Inn*, and adjoining to the Backſide late of *William Stevens*, Maltſter, as the ſame are now, or lately were, divided and ſet out from the other Part of the ſame Stable, and containeth One Field of Building; and all that Plot or Parcel of the outward Backſide formerly belonging to the ſaid *George Inn*, which adjoineth to the ſaid Field of Building, with the Pig Stye thereon; which laſt-mentioned Tenement or Dwelling-houſe, with the Appurtenances, are now in the Poſſeſſion of *John Fripp*; and all that Meſſuage or Tenement, with the Appurtenances, ſituate, lying, and being within the ſaid Borough of *Chippenham*, in a certain Street or Lane called the *Back Lane*, late in the Poſſeſſion of *John Pullen*, now divided into Two Tenements, and in the Poſſeſſion of *William Noyes* and *James Baily*, with a Plot or Piece of Garden Ground thereunto adjoining, late in the Poſſeſſion of *Stephen Moſdell*; and alſo all thoſe Two Meſſuages or Tenements, ſituate, lying, and being in the ſaid Borough of *Chippenham*, in a certain Lane there called *Gutter Lane*, now in the Poſſeſſion of *Hugh Doddimead* and *Mitchell*, together with the Barn, Backſide, and little Plot of Ground lying near or adjoining to the ſame, together with all Outhouſes and Buildings, Ways, Waters, Paths, Paſſages, Eaſements, Profits, Commodities, Emoluments, and Appurtenances, to the ſaid Meſſuages or Tenements, and every of them, belonging or appertaining, herein before-mentioned to be compriſed in the ſaid recited Settlement, and the Reverſion and Reverſions, Remainder and Remainders, Rents, Iſſues, and Profits thereof, ſhall, from and after the *Firſt* Day of *June* One thouſand Seven hundred and Fifty-eight, be veſted in the ſaid *William Norris*, his Heirs and Aſſigns, to the Uſe and Behoof of the ſaid *William Norris*, his Heirs and Aſſigns for ever, freed and diſcharged, and abſolutely acquitted, exonerated, and indemnified, of, from, and againſt, all and every the Uſes, Truſts, Eſtates, Powers, Proviſoes, and Limitations, in and by the ſaid recited Indenture of Settlement limited, created, and declared, of and concerning the ſame.

And

And it is hereby further Enacted, That all that the aforeſaid Farm called *Abury Farm*, ſituate, lying, and being in the Pariſh of *Abury*, otherwiſe *Avebury*, in the ſaid County of *Wilts*, purchaſed by the ſaid *William Norris*, Father of the ſaid *John Norris*, of *Henry Baynton* and *John Popham*, Eſquires, or One of them, together with all Houſes, Edifices, Buildings, Barns, Stables, Courts, Court-yards, Backſides, Ways, Paſſages, Waters, Watercourſes, Lands, Tenements, Meadows, Paſtures, Feedings, Commons, Common of Paſture, Woods, Underwoods, Waſtes, waſte Grounds, Profits, Commodities, Advantages, and Appurtenances whatſoever, to the ſaid Farm belonging, or in anywiſe appertaining, or therewith uſually held, occupied, or enjoyed, or accepted, reputed, deemed, or taken, as Part, Parcel, or Member thereof, and the Reverſion and Reverſions, Remainder and Remainders, yearly and other Rents, Iſſues, and Profits thereof, and of every Part and Parcel thereof, ſhall, from and after the ſaid *Trinity* — Day of *June* One thouſand Seven hundred and Fifty-eight, be ſettled and veſted in and upon the ſaid [illegible] their Heirs and Aſſigns, to the Uſes following; (that is to ſay,) To the Uſe and Behoof of the ſaid *William Norris*, and his Aſſigns for and during the Term of his natural Life, without Impeachment of Waſte (except voluntary Waſte in Houſes and Buildings) with Power of leaſing as is limited to him by the ſaid recited Indenture of Settlement; and from and after the Determination of that Eſtate, to the Uſe of the ſaid [illegible] and their Heirs, during the Life of the ſaid *William Norris*, in Truſt, to ſupport contingent Remainders; yet nevertheleſs to permit and ſuffer the ſaid *William Norris*, and his Aſſigns, to receive and take the Rents and Profits of the ſame Premiſes; and from and immediately after the Deceaſe of the ſaid *William Norris*, to the Uſe and Behoof of the ſaid *Elizabeth Norris*, and her Aſſigns, for and during the Term of her natural Life, in Part of her Jointure, with Power of leaſing as is limited to her by the ſaid recited Indenture of Settlement; and from and immediately after the Deceaſe of the Survivor of them the ſaid *William Norris* and *Elizabeth* his Wife, to the Uſe and Behoof of the ſaid [illegible] their Executors, Adminiſtrators, and Aſſigns, for and during, and unto the full End and Term of Five hundred Years from thence next enſuing, and fully to be complete and ended, without Impeachment of or for any manner of Waſte, upon the like Uſes and Truſts, and ſubject to the like Powers and Proviſoes as are mentioned and declared in the ſaid recited Indenture of Settlement of and concerning the ſaid Term of Five hundred Years therein mentioned; and from and after the Expiration, or other ſooner Determination, of the ſaid Term of Five hundred Years, to, for, upon, and ſubject to, ſuch and ſo many of the Uſes, Eſtates, Truſts, Powers, Proviſoes, and Limitations, in and by the ſaid recited Indenture of Settlement limited, expreſſed, and declared, to take effect reſpectively after the Expiration, or other ſooner Determination, of the ſaid Term of Five hundred Years therein mentioned, as ſhall be then exiſting undetermined, and capable of taking effect.

And it is hereby further Enacted, That all that the aforeſaid Farm called *Brinſdon*, otherwiſe *Bronſden Farm*, ſituate, lying, and being in the Pariſh of *Abury*, otherwiſe *Avebury*, in the ſaid County of *Wilts*, purchaſed by the ſaid *William Norris*, Father of the ſaid *John Norris*, of *Henry Baynton* and *John Popham*, Eſquires, or One of them, together with all Houſes, Edifices, Buildings, Barns, Stables, Courts, Court-yards, Backſides, Ways, Paſſages, Waters, Watercourſes, Lands, Tenements, Meadows, Paſtures, Feedings, Commons, Common of Paſture, Woods, Underwoods, Waſtes, waſte Grounds, Profits, Commodities, Advantages, and Appurtenances whatſoever, to the ſaid Farm belonging, or in any-wiſe appertaining, or therewith uſually held, occupied, or enjoyed, or accepted, reputed, deemed, or taken, as Part, Parcel, or Member thereof, and the Reverſion and Reverſions, Remainder and Remainders, yearly and other Rents, Iſſues, and Profits thereof, and of every Part and Parcel thereof, ſhall, from and after the ſaid

* Paul Methuen & Sam[l] Martyn of Chippenham aforesaid Gentleman
† Tho[s] Lawrence & Rich[d] Neale of Great Osmond Street aforesaid Esquire

1st - - - Day of June One thouſand Seven hundred and Fifty-eight, be ſettled and veſted in and upon the ſaid Paul Methuen & Sam. Marsh, their Heirs and Aſſigns, to the Uſes following; (that is to ſay,) To the Uſe and Behoof of the ſaid *William Norris*, and his Aſſigns, for and during the Term of his natural Life, without Impeachment of Waſte (except voluntary Waſte in Houſes and Buildings) with Power of leaſing as is limited to him by the ſaid recited Indenture of Settlement; and from and after the Determination of that Eſtate, to the Uſe of the ſaid Paul Methuen and Sam. Marsh, and their Heirs, during the Life of the ſaid *William Norris*, in Truſt to ſupport and preſerve contingent Remainders, yet nevertheleſs to permit and ſuffer the ſaid *William Norris*, and his Aſſigns, to receive and take the Rents and Profits of the ſame Premiſes; and, from and immediately after the Deceaſe of the ſaid *William Norris*, to, for, and upon, the like Uſes and Truſts, and ſubject to the like Powers and Proviſoes as are mentioned and declared in the ſaid recited Indenture of Settlement of and concerning the ſaid capital Meſſuage hereby veſted as aforeſaid in the ſaid *William Norris*, his Heirs and Aſſigns, as ſhall be then exiſting undetermined, and capable of taking Effect.

Saving to the KING's moſt Excellent MAJESTY, his Heirs and Succeſſors, and to the ſeveral Leſſees and Tenants of any Part of the ſeveral Premiſes hereby veſted as aforeſaid, in reſpect of the Lands and Tenements contained in their ſeveral Leaſes, and to all and every other Perſon and Perſons, Bodies Politick and Corporate, their reſpective Heirs, Succeſſors, Executors, and Adminiſtrators (Other than and except the ſaid *William Norris* and *Elizabeth* his Wife, *William Norris*, and Norris, the Sons of the ſaid *William Norris* and *Elizabeth* his Wife, and the Heirs Male of the Bodies of ſuch Sons, reſpectively, and all and every other Perſon and Perſons claiming, or to claim, any Uſe, Truſt, Eſtate, Right, Title, or Intereſt, either in Law or Equity, by virtue of or under the ſaid recited Indenture of Settlement); All ſuch Eſtate, Right, Title, Intereſt, Claim, and Demand, of, in, to, and out of, the ſaid Lands, Tenements, Hereditaments, and Premiſes, veſted and ſettled by this Act reſpectively, as they, or any, or every of them, had before the paſſing this Act, or ſhould or might have had and enjoyed in caſe this Act had not been made.

An ACT *for Veſting Part of the Lands, Tenements, and Hereditaments, ſettled on the Marriage of* William Norris, *Eſquire, in the ſaid* William Norris, *and his Heirs; and for ſettling other Lands in lieu thereof.*

Committee Bill

K Great Brit. - George II
352 L 3
47
No 20

17

31 Geo. II - c 20 -

AN

ACT

TO

Veſt Part of the ſettled Eſtate of Penyſton Powney, *Eſquire, deceaſed, in Truſtees, to be ſold; and to lay out the Money, ariſing from the Sale thereof, in real Eſtates, to be ſettled to the ſame Uſes.*

WHereas by Indentures of Leaſe and Releaſe, bearing Date the Twenty-fourth and Twenty-fifth Days of *May*, in the Year of our Lord One thouſand Seven hundred and Forty-eight, the Releaſe being Tripartite, and made between *Penyſton Powney*, of *Maidenhead*, in the County of *Berks*, Eſquire, and *Penelope Elizabeth* his Wife, of the Firſt Part; the Reverend *Stephen Niblett*, Doctor in Divinity, and Warden of *All Souls College*, in the Univerſity of *Oxford*, and *John Canham*, of *Milding*, in the County of *Suffolk*, Eſquire, of the Second Part; and the Reverend *Humphrey Henchman*, Clerk, Vicar of *Maidenhead* aforeſaid, and *Thomas Staples*, of *New Windſor*, in the ſaid County of *Berks*, Gentleman, of the Third Part; the ſaid *Penyſton Powney*, for the Conſiderations therein mentioned, did grant and releaſe unto the ſaid *Stephen Niblett* and *John Canham*, and their Heirs (among divers other Meſſuages, Lands, Tenements, and Hereditaments, therein particularly mentioned), all that Meſſuage and Farm called *Sollingers Farm*, ſituate in the Pariſh of *Great Kimble*, in the County of *Bucks*,

with all Barns, Stables, Orchards, Backſides, and Appurtenances whatſoever, thereto belonging, and alſo all thoſe ſeveral Cloſes and incloſed Grounds of Arable, Meadow, and Paſture Ground, heretofore in the Tenure of *William Blackwell*, and then of *Richard Blackwell*, or his Aſſigns, and now of *Henry Smith* and *Richard Blackwell*, containing by Eſtimation One hundred and Forty Acres, more or leſs, lying and being in the ſeveral Pariſhes of *Great Kimble*, *Little Kimble*, *Great Hampden*, *Little Hampden*, and *Aſton* otherwiſe *Aſhton*, in the ſaid County of *Bucks*; and alſo all thoſe Woods, Wood-grounds, Underwoods, and Timber, thereupon ſtanding, growing, and being, containing by Eſtimation Seventy-ſix Acres, be the ſame more or leſs, lying and being in the ſeveral Cloſes and Incloſures in the ſaid ſeveral Pariſhes and Places therein and herein before-mentioned, in the ſaid County of *Bucks*, and in the ſaid Indentures of Leaſe and Releaſe more particularly deſcribed, butted, and bounded, and alſo all other the Meſſuages, Farms, Lands, Tenements, Woods, and Wood-grounds whatſoever, of him the ſaid *Penyſton Powney*, ſituate, lying, and being, within the Pariſhes and Places aforeſaid, or either of them, in the ſaid County of *Bucks*; to the Uſe of the ſaid *Penyſton Powney*, for Life, without Impeachment of Waſte; Remainder to the ſaid *Stephen Niblett* and *John Canham*, and their Heirs, during the Life of the ſaid *Penyſton Powney*, to preſerve the contingent Remainders; and, after the Deceaſe of the ſaid *Penyſton Powney*, to the Uſe of the ſaid *Elizabeth Penelope Powney*, for her Life; ſubject to a Proviſo, therein mentioned, for Payment of an Annuity or yearly Payment of Eighty Pounds, clear of all Deductions and Taxes, for the Education and Maintenance of the eldeſt Son of that Marriage, during the Life of the ſaid *Penelope Elizabeth Powney*, from his Age of Twelve Years, until he arrived to the Age of Sixteen Years; and from thence an Annuity or yearly Payment of One hundred and Fifty Pounds, until he attained the Age of Twenty-one Years, and then an Annuity or yearly Payment of Two hundred Pounds, during the Life of the ſaid *Penelope Elizabeth Powney*; and, from and after her Deceaſe, to the Uſe of the ſaid *Humphry Henchman* and *Thomas Staples*, their Executors, Adminiſtrators, and Aſſigns, for the Term of One thouſand Years, for the raiſing and paying the Sum of Eight thouſand Pounds for younger Children's Fortunes, if more than One, with Proviſions for their Maintenance and Education, until the ſame become payable as therein is mentioned; and, from and after the Expiration or ſooner Determination of the ſaid Term of One thouſand Years, and ſubject thereto, to the Uſe of the Firſt and every other Son and Sons of the ſaid Marriage, in Tail Male ſucceſſively; Remainder to all and every the Daughter and Daughters of the ſaid Marriage, to take as Tenants in common, in Tail General; Remainder to the ſaid *Penyſton Powney*, his Heirs and Aſſigns for ever, as in and by the ſaid recited Settlement, relation being thereunto had, may more fully appear:

And whereas the ſaid *Penyſton Powney*, by his laſt Will and Teſtament in Writing, duly executed and atteſted, bearing Date the Twenty-ſixth Day of *September*, in the Year of our Lord One thouſand Seven hundred and Fifty-two, gave a pecuniary Legacy to his ſaid Wife; and likewiſe gave her, with other Lands therein mentioned, all that Woodland which he lately bought of *Richard Blackwell*, near *Sollinger*, in the County of *Bucks*, for and during the Term of her natural Life, ſubject to the ſame Conditions as his other Lands were which were included in his Marriage Settlement; and, after the Bequeſt of a Leaſehold Eſtate to his Brother *Richard Powney*, for his Life, and, after his Deceaſe, to the Teſtator's Son *Penyſton Portlock Powney*, the ſaid Teſtator gave all the reſt and Reſidue

Reſidue of his real and perſonal Eſtate to his ſaid Brother *Richard Powney*, his Heirs, Executors, and Adminiſtrators, upon Truſt, to pay thereout all his Debts, Legacies, and Funeral Expences; and, after Payment and Satisfaction thereof, in Truſt, for the only Uſe, Benefit, and Behoof, of the Teſtator's ſaid Son *Penyſton Portlock Powney*, his Heirs, Executors, Adminiſtrators, and Aſſigns, and of his ſaid Will made the ſaid *Richard Powney* ſole Executor:

And whereas the ſaid *Penyſton Powney* departed this Life the Eighth Day of *March*, in the Year of our Lord One thouſand Seven hundred and Fifty-ſeven, leaving the ſaid *Penelope Elizabeth Powney* his Widow *Penyſton Portlock Powney* his only Son and Heir, above the Age of Twelve Years, and alſo *Ann Powney* and *Catherine Powney* his Two Daughters and only younger Children, all Infants; and thereupon his ſaid Brother and Executor *Richard Powney* duly proved the ſaid Will in the Prerogative Court of *Canterbury*, and took upon himſelf the Execution thereof:

And whereas by Articles of Agreement indented, bearing Date the Twentieth Day of *December* One thouſand Seven hundred and Fifty-ſeven, made, or mentioned to be made, between the ſaid *Stephen Niblett*, *John Canham*, *Penelope Elizabeth Powney*, and *Richard Powney*, of the one Part; and *John Upton*, of *Woodſtock-ſtreet*, in the Pariſh of *Saint George Hanover-ſquare*, in the County of *Middleſex*, Eſquire, of the other Part; they the ſaid *Stephen Niblett*, *John Canham*, *Penelope Elizabeth Powney*, and *Richard Powney*, did covenant and agree, in Conſideration of the Sum of Three thouſand Seven hundred and Thirty Pounds, to be paid by the ſaid *John Upton*, in manner therein after-mentioned, to grant and convey, on or before the Twenty-fourth Day of *June* then and now next enſuing, unto the ſaid *John Upton*, and his Heirs, or unto ſuch Perſon or Perſons as he or they ſhould appoint, free from Incumbrances, all that the ſaid Meſſuage and Farm called *Sollingers Farm*, ſituate in the Pariſh of *Great Kimble*, in the County of *Bucks*, with all Barns, Stables, Orchards, Backſides, and Appurtenances whatſoever, thereto belonging; and alſo all thoſe ſeveral Cloſes and incloſed Grounds of Arable, Meadow, and Paſture Ground, heretofore in the Tenure of *William Blackwell*, and ſince of *Richard Blackwell*, or his Aſſigns, and now of *Henry Smith* and *Richard Blackwell*, containing by Eſtimation One hundred and Forty Acres, more or leſs, lying and being in the ſeveral Pariſhes of *Great Kimble*, *Little Kimble*, *Great Hampden*, *Little Hampden*, and *Aſton* otherwiſe *Aſhton*, in the ſaid County of *Bucks*, and alſo all thoſe Woods, Woodgrounds, Underwood, and Timber, thereupon ſtanding, growing, lying, and being, in ſeveral Cloſes and Incloſures in the ſaid ſeveral Pariſhes and Places therein and herein before-mentioned, ſome or One of them late in the Tenure and Occupation of the ſaid *Penyſton Powney*, deceaſed, and now of the ſaid *Penelope Elizabeth Powney*, or her Aſſigns, to hold to the ſaid *John Upton*, his Heirs and Aſſigns for ever; and after reciting that the ſaid Eſtate was then in ſuch ſtrict Settlement, or otherwiſe deviſed by the Will of the ſaid *Penyſton Powney*, deceaſed, that the ſaid *Stephen Niblett*, *John Canham*, and *Penelope Elizabeth Powney*, could not make a good and ſafe Title thereof to the ſaid *John Upton*, without the Aid of an Act of Parliament for that purpoſe firſt obtained; therefore they the ſaid *Stephen Niblett*, *John Canham*, *Penelope Elizabeth Powney*, and *Richard Powney*, did covenant, promiſe, and agree (at the Coſts and Charges of the ſaid *Stephen Niblett* and *John Canham*) to uſe their utmoſt Endeavours to obtain an Act to be paſſed, before the End of this preſent Seſſion of Parliament, to enable them, and ſuch other Perſons as are named Truſtees

in

in the ſaid Settlement, to make a good Title to all the ſaid Premiſes in the ſaid Articles mentioned, free from Incumbrances (except the Leaſe to the ſaid *Henry Smith* and *Richard Blackwell*, and alſo the Quit-rents due and payable for ſome Part of the ſaid Premiſes, to the ſaid *John Upton*, his Heirs and Aſſigns; and the ſaid *John Upton* did thereby covenant to pay, or cauſe to be paid, to the ſaid *Stephen Niblett* and *John Canham*, their Heirs or Aſſigns, or ſuch Perſon or Perſons as, by ſuch Act of Parliament, ſhould be duly authorized and appointed to receive the ſame, the ſaid Sum of Three thouſand Seven hundred and Thirty Pounds, at the time of the Execution of the ſaid Conveyances and Aſſurances, whereby the ſaid Eſtate and Premiſes ſhould be duly conveyed to the ſaid *John Upton*, his Heirs or Aſſigns as aforeſaid, as in and by the ſaid recited Articles, relation being thereunto had, may appear:

And whereas the ſaid Meſſuage and Farm called *Sollingers Farm*, and all the Lands, Woods, and Wood-grounds, Hereditaments, and Premiſes, in the ſaid herein before recited Articles agreed to be ſold, are very remote from the reſt of the ſaid ſettled Eſtate; and the ſaid Sum of Three thouſand Seven hundred and Thirty Pounds is more than the ſame have ever been, or are likely to be worth, to the ſaid *Penelope Elizabeth Powney*, *Penyſton Portlock Powney* her Son, the Infant, or any other Perſon hereafter to claim under the Limitations of the ſaid Settlement or Will; and it is reaſonable to expect, that Lands and Hereditaments of greater annual Income may be purchaſed therewith, in the Neighbourhood of, and contiguous to, the reſt of the ſaid ſettled Eſtate; therefore they the ſaid *Stephen Niblett*, *John Canham*, *Penelope Elizabeth Powney*, and *Richard Powney*, are willing and deſirous that the ſaid Agreement ſhould be carried into Execution; and the ſaid *Stephen Niblett*, *John Canham*, *Penelope Elizabeth Powney*, and *Richard Powney*, do conſent and propoſe, that the whole Sum of Three thouſand Seven hundred and Thirty Pounds (being the Money agreed by the ſaid Articles to be paid for the ſaid Purchaſe) ſhall be laid out and applied in purchaſing other Lands and Hereditaments, to be ſettled to the ſame Uſes mentioned in the ſaid herein before recited Settlement; the neceſſary Charges and Expences attending the paſſing of this Act, and putting the ſame in Execution, being firſt deducted; and the ſaid *Stephen Niblett*, *John Canham*, *Penelope Elizabeth Powney*, are well ſatisfied and convinced, that the ſaid Sum of Three thouſand Seven hundred and Thirty Pounds will, after ſuch Charges are deducted, be ſufficient to purchaſe other Lands and Hereditaments of greater and more certain Income than the ſaid Farm, Woods, and Wood Grounds, ſo agreed to be ſold, and more ſuitable and convenient to and for the Purpoſes of the ſaid Marriage Settlement, and the Parties intereſted therein:

But although ſuch Sale and Diſpoſition, and new Purchaſe, ſo propoſed to be made and executed, would be greatly for the Benefit and Advantage of the ſaid *Penelope Elizabeth Powney*, and her ſaid Son *Penyſton Portlock Powney*, and her ſaid infant Daughters *Anne* and *Catherine Powney*; Yet the ſame cannot be effected without the Aid and Authority of Parliament:

Wherefore your MAJESTY's moſt dutiful and loyal Subjects, the ſaid *Stephen Niblett*, *John Canham*, *Penelope Elizabeth Powney*, and *Richard Powney*, on behalf of themſelves, and of the ſaid infant Son and Daughters of the ſaid *Penelope Elizabeth Powney*,

Do moſt humbly beſeech Your MAJESTY,

That it may be Enacted; And be it Enacted, by the KING's moſt Excellent MAJESTY, by and with the Advice and Conſent of the Lords Spiritual and Temporal, and Commons, in this preſent Parliament aſſembled, and by the Authority of the ſame, That all the ſaid Meſſuage and Farm, called *Sollinger's Farm*, ſituate in the Pariſh of *Great Kimble*, in the County of *Bucks*, with all Barns, Stables, Orchards, Backſides, and Appurtenances whatſoever thereto belonging; and alſo all thoſe ſeveral Cloſes and incloſed Grounds of Arable, Meadow, and Paſture Ground, heretofore in the Tenure of *William Blackwell*, and ſince of *Richard Blackwell*, or his Aſſigns, and now of *Henry Smith* and *Richard Blackwell*, containing by Eſtimation One hundred and Forty Acres, more or leſs, lying and being in the ſeveral Pariſhes of *Great Kimble*, *Little Kimble*, *Great Hampden*, *Little Hampden*, and *Aſton* otherwiſe *Aſhton*, in the ſaid County of *Bucks*; and alſo all thoſe Woods, Wood Grounds, Underwoods, and Timber, thereupon ſtanding, growing, lying, and being, in ſeveral Cloſes and Incloſures in the ſaid ſeveral Pariſhes and Places before-mentioned, ſome or One of them, late in the Tenure and Occupation of the ſaid *Penyſton Powney*, deceaſed, and now of the ſaid *Penelope Elizabeth Powney*; and alſo all other the Meſſuages, Farms, Lands, Tenements, Woods, and Wood Grounds whatſoever, of him the ſaid *Penyſton Powney*, deceaſed, ſituate, lying, and being, within the Pariſhes and Places aforeſaid, or either of them, in the ſaid County of *Bucks*, which, in and by the ſaid recited Indenture of Leaſe and Releaſe, or Marriage Settlement, were granted, releaſed, and conveyed, or mentioned or intended ſo to be, or deviſed by the Will of the ſaid *Penyſton Powney*, deceaſed, with their and every of their Rights, Members, and Appurtenances, and the Reverſion and Reverſions, Remainder and Remainders, of the ſaid Premiſes, and every Part thereof, ſhall, from and immediately after the Paſſing of this Act, be veſted in, and ſettled upon, and the ſame from thenceforth are veſted in, and ſettled upon, the ſaid *Stephen Niblett and John Canham* their Heirs and Aſſigns, freed and diſcharged, and abſolutely exempted and exonerated, of, from, and againſt, all and every the Uſes, Truſts, Eſtates, and Limitations, in and by the ſaid Marriage Settlement and Will of the ſaid *Penyſton Powney*, or either of them, limited, created, expreſſed, and declared, touching and concerning the ſame.

And it is hereby further Declared and Enacted, by the Authority aforeſaid, That the ſaid Meſſuage and Farm, Lands, Woods, Wood Grounds, Hereditaments, and Premiſes, hereby veſted in them the ſaid *Stephen Niblett* and *John Canham*, and their Heirs, as aforeſaid, are ſo veſted in them, upon the Truſts, and to and for the Ends, Intents, and Purpoſes, herein after expreſſed; that is to ſay, Upon Truſt, that they the ſaid *Stephen Niblett* and *John Canham*, or the Survivor of them, or the Heirs or Aſſigns of ſuch Survivor, upon Payment to him or them made by the ſaid *John Upton*, his Heirs, Executors, Adminiſtrators, or Aſſigns, of the ſaid Sum of Three thouſand Seven hundred and Thirty Pounds, do and ſhall convey and aſſure the ſaid Meſſuage and Farm Lands, Woods, Wood Grounds, Hereditaments, and Premiſes, hereby veſted in them the ſaid *Stephen Niblett* and *John Canham*, and their Heirs, as aforeſaid, unto, and to the Uſe of, the ſaid *John Upton*, and his Heirs and Aſſigns for ever, or unto, and to the Uſe of, ſuch Perſon and Perſons, and for ſuch Eſtate and Eſtates, as he the ſaid *John Upton*, or his Heirs, ſhall in that behalf nominate, direct, or appoint.

And be it further Enacted, by the Authority aforeſaid, That, from and immediately after the Payment of the ſaid Sum of Three thouſand Seven hundred and Thirty Pounds, as aforeſaid, to the ſaid *Stephen Niblett* and *John Canham*, or the Survivor of them, or the Heirs, Executors, or Adminiſtrators, of ſuch Survivor, or as ſoon after as conveniently may be, after deducting the Charges and Expences attending the Procuring and Paſſing of this Act, and the Coſts and Charges of the ſaid *Stephen Niblett* and *John Canham* in the Execution thereof, they the ſaid *Stephen Niblett* and *John Canham*, or the Survivor of them, or the Heirs, Executors, or Adminiſtrators, of ſuch Survivor, ſhall and do lay out and inveſt the ſame in the Purchaſe of other Freehold Meſſuages, Lands, Tenements, or Hereditaments, of an indefeaſable Eſtate of Inheritance, in Fee-ſimple in Poſſeſſion, in that Part of *Great Britain* called *England*, as near as they can to the reſt of the ſettled Eſtate, which will remain unſold; and the ſame Eſtates, ſo to be bought or purchaſed, ſhall immediately thereupon be ſettled, conveyed, and aſſured, to ſuch and the ſame Uſes, and upon ſuch and the ſame Truſts, Ends, Intents, and Purpoſes, and charged and chargeable in the ſame manner, and with and under and ſubject to ſuch and the ſame Powers, Proviſoes, Limitations, and Agreements, as in and by the ſaid recited Marriage Settlement, of the Twenty-fifth Day of *May* One thouſand Seven hundred and Forty-eight, and Will, were limited, expreſſed, and declared, of and concerning the Farm Lands and Premiſes, by this Act veſted in them as aforeſaid, or ſuch and ſo many of the ſaid Uſes, Truſts, Purpoſes, Powers, Proviſoes, Charges, and Agreements, as ſhall be then exiſting, undetermined, or capable of taking Effect.

And it is hereby further Enacted, That, in the mean time, and from and after the Payment of the ſaid Sum of Three thouſand Seven hundred and Thirty Pounds, as aforeſaid, and after deducting ſuch Charges as aforeſaid, and until ſuch Purchaſe or Purchaſes ſhall be made, it ſhall and may be lawful to and for the ſaid *Stephen Niblett* and *John Canham*, and the Survivor of them, and his Heirs, at his or their own Diſcretion, to place out the Whole, either intire or in different Parts or Parcels thereof, on Real or Government Securities, or Parliamentary Funds, and, from time to time, to call in the Monies ſo to be placed out, and, from time to time, to place out the ſame again at Intereſt in and upon new or other like Securities; and the Intereſt, Dividends, and yearly Proceed of the Monies, ſo veſted in ſuch Securities as aforeſaid, and every Part thereof, ſhall, from time to time, when and ſo often as the ſame ſhall become due and payable, go to, and be had and received by, ſuch Perſon and Perſons, and be applied towards, and to and for, ſuch Uſes, Intents, and Purpoſes, and in ſuch Courſe, Order, and Manner, as the Rents, Iſſues, and Profits, of the Lands and Hereditaments, ſo to be purchaſed and ſettled as aforeſaid, would go and be payable or applicable unto, in caſe the ſame were actually purchaſed and ſettled, purſuant to the Directions herein before-mentioned of and concerning the ſame.

And it is hereby further Enacted, by the Authority aforeſaid, That the Receipt or Receipts of the ſaid *Stephen Niblett* and *John Canham*, or the Survivor of them, or the Heirs of ſuch Survivor, under his or their Hand or Hands, reſpectively, ſhall be a ſufficient and effectual Diſcharge to the ſaid *John Upton*, his Heirs, Executors, and Adminiſtrators, for the ſaid Sum of Three thouſand Seven hundred and Thirty Pounds, the Purchaſe-money for the ſaid Pre-

Premiſes, by this Act veſted as aforeſaid, or ſo much of the ſaid Purchaſe-money for which ſuch Receipt or Receipts ſhall be given; and, after ſuch Receipt or Receipts, the ſaid *John Upton*, his Heirs and Aſſigns, ſhall be, and he, ſhe, and they, reſpectively, are hereby abſolutely acquitted, releaſed, and diſcharged, of and from the ſame, and ſhall not be anſwerable or accountable for any Loſs, Miſapplication, or Non-application, of the ſaid Purchaſe-money, or any Part thereof.

And it is hereby further Enacted and Declared, That the Truſtees acting under the Truſts and Authorities of this Act ſhall not, nor ſhall either of them, nor the Heirs, Executors, or Adminiſtrators, of either of them, be anſwerable or accountable for any Money to be received by virtue of, or under, the Truſts hereby in them repoſed, other than what each Perſon ſhall reſpectively and actually receive; and that no One of them ſhall be anſwerable or accountable for the Acts, Receipts, Neglects, or Defaults, of the other of them; but each of them for his own Acts, Receipts, Neglects, and Defaults, only (their joining in Receipts for Conformity ſake notwithſtanding); and alſo that they the ſaid Truſtees ſhall and may, by and out of the ſaid Purchaſe-money, to be paid them as aforeſaid, retain and reimburſe themſelves all Coſts, Charges, and Expences, that they or either of them, reſpectively, ſhall or may ſuſtain, expend, or be put unto, in or about the Execution of the Truſts hereby in them repoſed.

Saving always to the KING's moſt Excellent MAJESTY, his Heirs, and Succeſſors, and to all and every Perſon and Perſons, Bodies Politick and Corporate, his, her, and their Heirs, Succeſſors, Executors, and Adminiſtrators (Other than and except the ſaid *Penelope Elizabeth Powney*, *Penyſton Portlock Powney*, and the Heirs Male of his Body, *Ann Powney*, and *Catherine Powney*, and the Heirs of their Bodies, *Stephen Niblett*, *John Canham*, *Humphry Henchman*, and *Thomas Staples*, and *Richard Powney*, and their Heirs, Executors, and Adminiſtrators, and the Heirs of the ſaid Teſtator *Penyſton Powney*, deceaſed, and all and every other Perſon or Perſons claiming or to claim any Eſtate, Uſe, Truſt, Right, Title, Property, Benefit, or Intereſt, whatſoever, of, in, to, or out of, the ſaid Premiſes veſted by this Act, or any Part thereof, by virtue of or under the ſaid Settlement and Will of the ſaid *Penyſton Powney*) All ſuch Eſtate, Right, Title, Claim, and Demand whatſoever, of, in, to, or out of, the Premiſes in and by this Act veſted, every or any Part thereof, as they, every, or any of them, had before the paſſing of this Act, or ſhould or might have had and enjoyed, in caſe the ſame had not been made; any thing herein before contained to the contrary thereof in any-wiſe notwithſtanding.

An ACT *to Veſt Part of the ſettled Eſtate of* Penyſton Powney, *Eſquire, deceaſed, in Truſtees, to be Sold; and to lay out the Money ariſing from the Sale thereof, in Real Eſtates, to be ſettled to the ſame Uſes.*

358 b. 3
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K Great Brit. - George II

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31 Geo II c. 21

An ACT *to diſſolve the Marriage of* George Forſter Tufnell, *Eſq; with* Elizabeth Forſter, *his now Wife, and to enable him to marry again, and for other Purpoſes therein mentioned.*

HUmbly ſheweth and complaineth to your Moſt Excellent Majeſty, your true and faithful Subject *George Forſter Tufnell*, of the Pariſh of *Chiſwick*, in the County of *Middleſex*, Eſq; That, in the Month of *February*, One Thouſand Seven Hundred and Forty-four, your ſaid Subject did intermarry with *Elizabeth Forſter*, his now Wife, one of the Daughters of *Richard Forſter*, then late of *Foreſt*, in the County of *Dublin*, in the Kingdom of *Ireland*, Eſq; deceaſed.

That the ſaid *Elizabeth*, your Subject's ſaid Wife, did, in the Month of *June* or *July*, One Thouſand Seven Hundred and Fifty-five, enter into, and carry on, an unlawful Familiarity and adulterous Converſation with *John Evans*, Eſq; and did on or about the Nineteenth Day of *December*, One Thouſand Seven Hundred and Fifty-ſix, depart, and elope from your ſaid Subject's Houſe; and your ſaid Subject hath not, ſince that Time, cohabited, or had any Intercourſe with her.

That your ſaid Subject brought his Action, in your Majeſty's Court of *King's-Bench* at *Weſtminſter*, againſt the ſaid *John Evans*, for criminal Converſation

Converſation with the ſaid *Elizabeth*, your Subject's ſaid Wife; and, for his Non-appearance to the ſaid Action, hath obtained a Judgment againſt him by default: And, on the Twenty-ſixth Day of *May*, One Thouſand Seven Hundred and Fifty-ſeven, obtained alſo a definitive Sentence of Divorce from Bed, Board, and mutual Cohabitation againſt the ſaid *Elizabeth*, his Wife, in the Conſiſtory Court of the Dean and Chapter of the Cathedral Church of *Saint Paul*, *London*, for Adultery with the ſaid *John Evans*.

That your ſaid Subject hath not any Iſſue living by the ſaid *Elizabeth*, his Wife; and as by her adulterous Behaviour ſhe hath diſſolved the Bond of Marrriage on her Part, and your ſaid Subject ſtands deprived of the Comforts of Matrimony, and may be liable to have a ſpurious Iſſue impoſed upon him, unleſs the ſaid Marriage be declared void and annulled by Parliament:

May it therefore pleaſe your Moſt Excellent Majeſty, out of your princely Goodneſs and Compaſſion to your ſaid Subject's Misfortune and Calamity, that it may be enacted, **And be it enacted,** by the King's Moſt Excellent Majeſty, by and with the Advice and Conſent of the Lords Spiritual and Temporal, and of the Commons in this preſent Parliament aſſembled, and by the Authority of the ſame, That the ſaid Bond of Matrimony, being violated and broken by the manifeſt and open Adultery of the ſaid *Elizabeth*; **Be,** declared and adjudged to be from henceforth wholly diſſolved, annulled, vacated, and made void to all Intents, Conſtructions and Purpoſes whatſoever: And that it ſhall and may be lawful to and for the ſaid *George Forſter Tufnell*, at any Time or Times hereafter, to contract Matrimony, and to marry (as well in the Life-time of the ſaid *Elizabeth*, as if ſhe was naturally dead) with any Woman or Women with whom he might lawfully marry, in caſe the ſaid *Elizabeth* was not living. And that ſuch Matrimony, when had and celebrated, ſhall be good, juſt and lawful Marriage and Marriages; and ſo ſhall be adjudged, deemed and taken, to all Intents, Conſtructions and Purpoſes whatſoever: And that all and every Child and Children, born in ſuch Matrimony, ſhall be deemed, adjudged, and taken to be born in lawful Wedlock, and be legitimate and inheritable to, and ſhall inherit all the Lands, Tenements and Hereditaments of the ſaid *George Forſter Tufnell*, and all other Lands, Tenements and Hereditaments, from and by their Father's, Mother's, and other Anceſtors, in like Manner and Form as any other Child or Children born in lawful Matrimony ſhould or might inherit, or be inheritable unto, according to the Courſe of Inheritance uſed in this Realm, or in any of his Majeſty's Dominions thereunto belonging; and to have and enjoy all Privileges, Pre-eminences, Benefits, Advantages, Claims and Demands, in as full and ample Manner as any other Child or Children born in lawful Wedlock may have, or claim by the Laws and Cuſtoms of this Realm, or any of his Majeſty's Dominions thereunto belonging.

And be it further enacted, That the ſaid *George Forſter Tufnell* ſhall be entitled to be Tenant, by the Curteſy of the Lands and Inheritance of ſuch Wife and Wives as he ſhall ſo marry, and ſuch Wife and Wives ſhall be entitled to Dower of the Lands and Tenements, whereof the ſaid *George Forſter Tufnell* ſhall be ſeized of ſuch Eſtate, whereof ſhe or they ſhall be dowable, as any other Huſband or Wife reſpectively may or might claim, have or enjoy; and the Child or Children, born in ſuch Marriage or Marriages, ſhall, and may derive, and make Title by Deſcent, or otherwiſe, to and from any of their Anceſtors, as any other Child or Children may do; any Law, Statute, Reſtraint, Prohibition, Ordinance, Canon, Conſtitution, Preſcription or Cuſtom, had, made, executed, or uſed to the contrary of the Premiſes, or any of them in any wiſe notwithſtanding.

And be it further enacted and declared, by the Authority aforeſaid, That all and every Child and Children, as well Male as Female, which at any Time, ſince the Nineteenth Day of *October*, One Thouſand Seven Hundred and Fifty-ſeven, have, or hath been born of the Body of the ſaid *Elizabeth*, the Wife of the ſaid *George Forſter Tufnell* (if any ſuch there be) are Baſtards and ſpurious Iſſue, and not the lawful Iſſue of the ſaid *George Forſter Tufnell* on the Body of the ſaid *Elizabeth* begotten; and that no ſuch Child, or Children ſo born, ſince the ſaid Nineteenth Day of *October*, One Thouſand Seven Hundred and Fifty-ſeven, nor any Child or Children, which hereafter ſhall be born of the Body of the ſaid *Elizabeth*, ſhall be deemed, taken or reputed to be the lawful Iſſue of the ſaid *George Forſter Tufnell* on the Body of the ſaid *Elizabeth* begotten.

And be it further enacted, by the Authority aforeſaid, That the ſaid *Elizabeth* ſhall be, and is hereby barred and excluded of and from all Dower and Thirds, and of and from all Right and Title of Dower and Thirds, or other Claim or Demand into or out of any of the Manors, Lands, Tenements, or Hereditaments, whereof or wherein the ſaid *George Forſter Tufnell* now is, or at any Time hereafter ſhall be ſeized of any Eſtate of Inheritance; and that the Proviſion made by the ſaid *George Forſter Tufnell* by Indenture, bearing Date the 25th Day of *February*, One Thouſand Seven Hundred and Fifty-eight, for the Maintenance, Benefit and Support of the ſaid *Elizabeth* for her Life, ſhall be in Lieu and be accepted and taken in Exchange for all Jointures, or other Proviſions made to, for, or in Truſt for the ſaid *Elizabeth*, after the Deceaſe of the ſaid *George Forſter Tufnell*, in caſe ſhe, the ſaid *Elizabeth*, ſhall him ſurvive: And that all ſuch Dower, Right and Title of Dower, and alſo the ſaid Jointures, or other Proviſions, and all the Eſtates, Uſes, Proviſos, Clauſes and Limitations in any Deed or Deeds of Settlement made on, or in purſuance of the Marriage of the ſaid *George Forſter Tufnell* with the ſaid *Elizabeth*, or in any other Deed or Writing made and executed, either before the ſaid Marriage or ſince limited, made, expreſſed or contained for the raiſing or ſecuring any Jointure,

ture, Rent-charge, Annuity, or any yearly Sum or Sums of Money or any other Ways to, or in Truſt, or for the Benefit of the ſaid *Elizabeth*, or for the Uſe or Benefit of any Iſſue of her Body, ſhall from henceforth ceaſe, determine, and be utterly void and of none Effect, and ſhall be, and be taken and conſtrued to be, as if the ſaid *Elizabeth* was actually dead without Iſſue of her Body.

Provided always, That nothing herein contained ſhall extend or be conſtrued to extend to vacate, impeach, or defeat the ſaid Indenture of Settlement herein beforementioned, to bear Date the 25th Day of *February*, 1758; but the ſame and every Clauſe therein is hereby ratified and confirmed.

AN

ACT

To diſſolve the Marriage of *George Forſter Tufnell*, Eſq; with *Elizabeth*, his now Wife, and to enable him to marry again, and for other Purpoſes therein mentioned.

[1758.]

RH

No 22

An ACT *for Eſtabliſhing Agreements made between* Charles Brandling, *Eſquire, and other Perſons, Proprietors of Lands, for laying down a Waggon-Way, in order for the better ſupplying the Town and Neighbourhood of* Leeds, *in the County of* York, *with Coals.*

WHereas *Charles Brandling*, Eſquire, Lord of the Manor of *Middleton*, in the County of *York*, is Owner and Proprietor of divers Coal-works, Mines, Veins, and Seams of Coals, lying and being within the ſaid Manor of *Middleton*, and Places adjacent; and hath propoſed, and is willing to engage and undertake, to furniſh and ſupply the Inhabitants of the Town of *Leeds* with Coals for their neceſſary Uſe and Conſumption, at the Rate or Price of Four Pence Three Farthings a Corf, containing in Weight about Two hundred and Ten Pounds, and in Meaſure Seven thouſand Six hundred and Eighty cubical Inches, for the Term of Sixty Years, to commence from the Second Day of *January* One thouſand Seven hundred and Fifty-eight, and for ſuch further Term, or longer Time, as the ſaid Mines, or any of them, ſhall continue to be uſed and wrought; and, at his own Charge and Expence, to carry and convey, or cauſe to be carried and conveyed, from

his ſaid Coal-works yearly, and every Year, Twenty thouſand Dozen, or Two hundred and Forty thouſand Corſs, of Coals at the leaſt; and to lay up and depoſit ſuch Coals, or cauſe the ſame to be laid up and depoſited, upon a certain Field or open Place called *Caſſon Cloſe*, near the Great Bridge, at *Leeds*, in order to be there ſold and delivered, at the Rate and Price aforeſaid, unto the Inhabitants of the ſaid Town of *Leeds*, or to ſuch other Perſons as ſhall purchaſe the ſame; and, as the ſaid Coal-mines and Coal-works lie at the Diſtance of Two Miles and upwards from the ſaid Field or Place called *Caſſon Cloſe*, intended for a Coal-yard or Repoſitory for the ſaid Coals ſo to be ſold and diſpoſed of, and it will therefore be abſolutely neceſſary, for carrying the ſaid Propoſal into Execution, that a Waggon-Way (ſuch as is uſed for and about the Coal-works and Coal-mines in the Counties of *Durham* and *Northumberland)* ſhould be made, framed, laid down, and continued, between the ſaid Coal-works and the ſaid *Caſſon-Cloſe* Coal-yard and Repoſitory, in, over, and through, divers Fields, Lands, and Grounds, in the Pariſh of *Leeds*, which belong to, and are the Eſtate and Property of, divers Perſons, the ſeveral Owners and Occupiers whereof have conſented and agreed that the ſaid *Charles Brandling*, his Executors, Adminiſtrators and Aſſigns, ſhall and may have the Liberty and Privilege to make, place, and lay down, ſuch Waggon-Way or Ways, for the Carriage and Conveyance of Coals, in, upon, and over the ſame, or any Part or Parts thereof reſpectively, as to him and them ſhall ſeem proper and requiſite; and alſo to continue, and, from time to time, to repair, maintain, and ſupport, the ſame Waggon-Way or Ways during the Term aforeſaid, as he and they ſhall think neceſſary and expedient; and the ſaid *Charles Brandling* hath agreed to pay ſuch yearly Rent, or other Conſiderations, for the ſaid Liberty and Privilege, as will not only exceed the Damage to be thereby done to the ſaid Lands and Grounds, but conſiderably increaſe the yearly Rent and Value thereof, and be manifeſtly for the Benefit of the Owners thereof for the Time being:

And whereas the carrying the ſaid Propoſal and Agreement into Execution will be a great Advantage, not only to the Inhabitants of the Towns of *Knareſborough*, *Ripon*, *Boroughbridge*, *Aldborough*, and *Ripley*, in the Weſt Riding of the ſaid County of *York*, who are many of them ſupplied with Coals from the ſaid Coal-works at *Middleton*, by ſaving the Length and Expence of Carriage, through very bad Roads, for Five Miles and upwards, but alſo to the Inhabitants of the Town of *Leeds* aforeſaid, where Two hundred and Forty thouſand Corſs of Coals and upwards

are

are computed to be yearly consumed, by effecting a very considerable Reduction in the Price of Coals to the said Inhabitants, which will be a great Ease and Relief to the Persons employed in the Woollen Manufactory, and tend to the Encouragement and Improvement of Trade and Commerce in that Country; **But**, as some of the Owners and Proprietors of the Lands and Grounds so to be used and employed for the said Waggon-Way, and Purposes herein before mentioned, may happen to have only a limited and not an absolute Interest and Property therein, and may be under other Disabilities to assure to the said *Charles Brandling*, and his Assigns, the Enjoyment of the said Powers, Liberties, and Privileges, necessary to render the said Agreement effectual for the Purposes aforesaid, without the Aid and Authority of an Act of Parliament:

May it therefore please Your MAJESTY,

At the humble Petition and Request of Your Majesty's most Dutiful and Loyal Subjects the said *Charles Brandling*, and the Owners and Proprietors of the said Lands and Grounds so intended to be used and employed as aforesaid, That it may be **Enacted**; **And be it Enacted**, by the KING's most Excellent MAJESTY, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That it shall and may be lawful to and for the said *Charles Brandling*, his Executors, Administrators, or Assigns, at any Time or Times after the First Day of *May* One thousand Seven hundred and Fifty-eight, to make, lay, and place, such Waggon-Way or Road, Waggon-Ways or Roads, as aforesaid, and such Branches from the same, in, upon, through, and over, any of the Fields, Lands, Wastes, or other Grounds, of and belonging to the several Persons who have contracted and agreed with him for that Purpose and on that Behalf, or any Part or Parts thereof respectively, as shall be proper or necessary for the Carriage and Conveyance of Coals, with Horses, Waggons, or other Carriages, from any of the said Coal-mines or Coal-works of him the said *Charles Brandling*, within the Manor of *Middleton* or elsewhere, or which he, his Heirs, Executors, or Administrators, may, at any Time hereafter, be seised, possessed of, or interested in, to the said Repository or Coal-yard in *Cassom Close* aforesaid, as the said *Charles Brandling*, his Executors, Administrators, or Assigns, shall think fit and convenient; and also, from time to time, as Occasion shall require, during the Term herein after-mentioned, with Workmen, Servants, Horses, and Carriages, to carry, convey, fix, lay, and

and place, Wood, Timber, Bricks, Stone, Earth, Gravel, Iron Rails, Sleepers, and other Materials, unto, in, and upon, the ſaid Fields, Lands, Waſtes, and other Grounds, or any Part or Parts thereof; and alſo to cut, dig, and make, any Trench or Trenches, Bridge or Bridges, and to do all other Acts and Things whatſoever, requiſite, neceſſary, or convenient, as well for the making, laying, and placing, the ſaid Waggon-Way or Ways, and Branches, as for the repairing and keeping the ſame in good Order and Repair, from time to time, as Occaſion ſhall require; and alſo that it ſhall and may be lawful to and for the ſaid *Charles Brandling*, his Executors, Adminiſtrators, or Aſſigns, and his and their Servants, Agents, and Workmen, and other Perſons by him and them employed, to go, paſs, and repaſs, in, upon, and along, the ſaid Waggon-Way or Waggon-Ways, and Branches, ſo to be made as aforeſaid, with Horſes or other Beaſts of Burden or Draught, Waggons and other Carriages, loaden or unloaden, to, from, and between, the ſaid Coal-mines and Coal-works and the ſaid Repoſitory or Coal-yard, from time to time, and at all times, during the ſaid Term; and that he the ſaid *Charles Brandling*, his Executors, Adminiſtrators, or Aſſigns, ſhall and may have, hold, uſe, exerciſe, and enjoy, the ſaid Waggon-Way or Ways, and Branches, and all and every the Powers, Liberties, Privileges, and Premiſes, hereby given and granted to and veſted in him, as aforeſaid, from the ſaid Firſt Day of *May* for and during the Term of Sixty Years from thence next enſuing, and fully to be complete and ended, and for ſuch further Term or longer Time as the ſaid Coal-works, Collieries, or Coal-mines, now belonging to him the ſaid *Charles Brandling*, or any other Coal-works, Collieries, or Coal-mines, whereof or wherein he, his Executors or Adminiſtrators, ſhall, during the ſaid Term of Years, or longer Time, be ſeiſed, poſſeſſed of, or intereſted in, within the ſaid Mannor of *Middleton*, or elſewhere, ſhall continue to be uſed and wrought, freed and diſcharged, and abſolutely acquitted and exonerated, of, from, and againſt, all the Uſes, Eſtates, Limitations, and Intereſts, made, granted, or limited, by any of the Perſons who have contracted or agreed with the ſaid *Charles Brandling* for the Uſe of ſuch Waggon-Way or Ways as aforeſaid, or thoſe under whom they, or any of them, do reſpectively claim, he the ſaid *Charles Brandling*, his Heirs and Aſſigns, yielding and paying ſuch yearly or other Sum or Sums of Money and Conſiderations unto the Owners and Proprietors, for the Time being, of the ſaid Fields, Lands, Waſtes, and other Grounds, reſpectively, in and upon which the ſaid Waggon-Way ſhall be laid and placed, as by and between the ſaid *Charles Brandling*, and the ſeveral Owners and Proprietors of the ſaid Fields, Lands, Waſtes,

and

and other Grounds reſpectively, were and are ſtipulated and agreed to be paid for and in Conſideration of the ſame reſpectively.

Provided always, and it is hereby further Enacted and Declared, That if any of the yearly or other Rents or Payments, ſo ſtipulated and agreed to be paid by him the ſaid *Charles Brandling*, his Executors, Adminiſtrators, or Aſſigns, or any Part thereof reſpectively, ſhall be behind, unpaid, and in Arrear, for Forty Days next after any of the Feaſts or Days ſtipulated, agreed, and appointed, for Payment thereof, Demand having been firſt made thereof at the Manſion-Houſe of the ſaid *Charles Brandling*, in *Middleton* aforeſaid; then, and in ſuch Caſe, from time to time, as often as it ſhall ſo happen, it ſhall and may be lawful to and for the Perſon and Perſons intitled, for the Time being, to ſuch Rent or Sum of Money reſpectively ſo unpaid and in Arrear, to enter into and upon ſuch Part of the ſaid Waggon-Way or Ways as ſhall be laid, made, and placed, in or upon any of the Lands or Grounds of ſuch Perſon and Perſons reſpectively, and to ſtop all ſuch Waggons, and other Carriages, as ſhall be leading or carrying Coals along the ſame; and to keep and detain the ſaid Waggons, and the Loading thereof, until ſuch yearly or other Sum of Money, and all Arrears thereof, and all Coſts and Charges, and Expences, attending and occaſioned by ſuch ſtopping, detaining, and keeping, the ſame, ſhall be fully paid, ſatisfied, and diſcharged.

And, for the better aſcertaining and declaring the ſeveral yearly Rents, Payments, and Reſervations, ſo agreed to be paid by the ſaid *Charles Brandling*, his Executors, Adminiſtrators, or Aſſigns; for the Liberty, Privilege, and Uſe, of ſuch Waggon-Way or Waggon-Ways as aforeſaid; and for obviating and preventing any Controverſies or Diſputes that might otherwiſe ariſe concerning the ſaid ſeveral Contracts and Agreements; **It is hereby further Enacted,** That it ſhall and may be lawful to and for the ſeveral Owners and Proprietors of the Lands and Grounds, in and upon which ſuch Waggon-Way or Ways ſhall be made, placed, and laid down, as aforeſaid, and they are hereby authorized and required, by Indenture or Indentures under their reſpective Hands and Seals, to grant, leaſe, or demiſe, ſuch of the ſeveral Fields, Lands, Waſtes, and other Grounds, ſo belonging to them reſpectively, or the Liberty and Privilege of making, laying, placing, and continuing, ſuch Waggon-Way or Ways in, upon, and over, the ſame reſpectively, unto him the ſaid *Charles Brandling*, his Executors, Adminiſtrators, and Aſſigns, for the ſaid Term of Sixty Years, commencing as aforeſaid, and for ſuch further

ther Term or longer Time as ſuch Coal-works, Collieries, or Coal-mines, within the ſaid Manor of *Middleton*, or elſewhere, as aforeſaid, ſhall continue to be uſed and wrought; with ſuch Remedies and Powers for ſecuring, recovering, and enforcing, the Payment of the ſeveral yearly Rents, Payments, Reſervations, and Conſiderations, contracted or agreed to be paid for the ſame, as are herein before directed, ordered, and provided, in that behalf; and with ſuch Covenants on the Part and Behalf of the reſpective Parties to the ſaid Leaſes or Demiſes, as ſhall be proper to be inſerted therein reſpectively, in Conformity to the Tenor, Purport, and true Meaning, of the ſeveral Contracts or Agreements between the ſaid Parties reſpectively.

And it is hereby further Enacted and Declared, That the ſaid ſeveral Indentures ſhall be inrolled in the publick Regiſter-Office, kept at *Wakefield*, for regiſtring Deeds in the Weſt Riding of the County of *York*; and the Regiſter of the ſaid Weſt Riding, or his Deputy, is hereby required to inroll the ſame in the proper Book for inrolling Bargains and Sales of Lands, taking the uſual Fees allowed by Act of Parliament, and no more; and a Copy of ſuch Inrollment, under the Hand of the ſaid Regiſter, or his Deputy, ſhall be allowed and read in Evidence in all Courts of Law and Equity.

And it is hereby alſo Enacted and Declared, That the ſaid Grants, Leaſes, and Demiſes, ſo to be made and executed, as aforeſaid, ſhall be as good, valid, and effectual, in the Law, to all Intents and Purpoſes, as if the Perſons making and executing the ſame were reſpectively ſeiſed, in Fee-Simple, of and in the Lands and Grounds thereby reſpectively to be granted, leaſed, or demiſed.

Provided always, and it is hereby Enacted and Declared, That in caſe the ſaid *Charles Brandling*, his Heirs or Aſſigns, ſhall ceaſe or leave off to work the ſaid Collieries or Coal-works aforeſaid, or the ſame ſhall fail, and become incapable to be wrought, by Fire, Water, or other inevitable Accident; or in caſe the ſaid *Charles Brandling*, or other Owner and Proprietor thereof, for the Time being, ſhall refuſe or neglect, in any One Year, to bring, or cauſe to be brought, to the Repoſitory or Coal-Yard aforeſaid, the Quantity of Dozens of Corſs of Coals herein before mentioned, unleſs prevented by Fire, Water, or other inevitable Accident; or ſhall refuſe to ſell, or to offer the ſame to Sale, when brought down to the ſaid Coal-yard, for the Uſe and Conſumption of the Inhabitants of the ſaid Town of *Leeds*, at the

the Rates or Price before mentioned, as by them reſpectively ſhall be required; then, and in either or any of the ſaid Caſes, it ſhall and may be lawful to and for the Owners and Proprietors of the ſeveral Lands and Grounds belonging to them reſpectively, which ſhall be uſed and applied in and for the Purpoſe of ſuch Waggon-Way or Ways as aforeſaid, to enter into and upon the ſeveral Lands and Grounds belonging to them reſpectively, which ſhall be uſed and employed for the Purpoſe of ſuch Waggon-Way or Ways as aforeſaid; and then alſo all the Eſtate, Right, Intereſt, and Privilege, of him the ſaid *Charles Brandling*, his Executors, Adminiſtrators, or Aſſigns, of and in the ſame, ſhall, in that Caſe, and from thenceforth, ceaſe, determine, and be void.

Provided always, That in ſuch caſe it ſhall and may be lawful to and for the ſaid *Charles Brandling*, his Executors, Adminiſtrators, or Aſſigns, upon Twelve Months Notice to be given or left, in Writing, to and for the ſeveral Owners and Proprietors of the ſaid Fields, Lands, Waſtes, and other Grounds, reſpectively, in that behalf, to enter into and upon any of the ſaid Lands and Grounds, whereon ſuch Waggon-Way or Ways ſhall be laid and placed, and with Servants, Workmen, Horſes, Carts, and Carriages, to remove, take, and carry away, all the Timber, Wood, Iron, Materials, and Utenſils whatſoever, uſed and employed in and about the ſame Waggon-Way or Ways, to and for his and their own Uſe and Benefit, and at his and their Will and Pleaſure; he and they filling up the Ditches and Trenches, levelling the Ground, and putting the ſame in as good Order and Condition as the ſame would have been, in caſe ſuch Waggon-Way or Ways had not been laid and placed upon the ſame, or as near as the ſame can be done.

1763

NB, 24 Corfs being equal to 1 Chaldron & an half London Meaſure are, brought to the Houſes of the Inhitants of Leeds for the price of 10.6 or delivered at the Coal yard for 10. about 2½ a Buſhel

An ACT *for Eſtabliſhing Agreements made between* Charles Brandling, *Eſquire, and other Perſons, Proprietors of Lands, for laying down a Waggon-Way in order for the better ſupplying the Town and Neighbourhood of* Leeds, *in the County of* York, *with Coals.*

[1758.]

31st George 2d c 23.

An ACT *for Confirming and Eſtabliſhing Articles of Agreement for Dividing and Incloſing certain Open and Common Fields in* Ottringham *and* Ottringham Marſh, *in the Lordſhip and Pariſh of* Ottringham, *in* Holderneſs, *in the County of* York.

Whereas by Articles of Agreement, bearing Date the Third Day of *February* One thouſand Seven hundred and Fifty-eight, and made or mentioned to be made between *Francis Boynton*, of *Burton Agnes*, in the County of *York*, Eſquire, Owner and Impropriator of all and ſingular the Tythes, great and ſmall, or of what Nature or Kind ſoever, coming, growing, and ariſing, within the Townſhip of *Ottringham*, in the County of *York*, or within the tytheable Places thereof, now liable to the Payment of all or any Manner of Tythes whatſoever; and alſo Owner and Proprietor of ſeveral Cottages, and of ſeveral Parcels of Lands, in the open Fields, Paſtures, Pieces or Parcels of Ground, in *Ottringham* aforeſaid, commonly called and known by the ſeveral Name and Names of *The Eaſt Field*, *The Weſt Field*, *The Intack*, *The Ings*, *The Hither Haw*, *The Far Haw*, and *The Carr*, and of ſeveral Cottages, and of ſeveral Parcels of Lands, in the open Fields, Paſtures, Pieces or Parcels of Ground, in *Ottringham Marſh*, in the Lordſhip and Pariſh of *Ottringham* aforeſaid, commonly called and known by the ſeveral Name and Names of *The Clough Field*, *Dobſon Leys*, *Newlands*, *Saltah Field*, and *Little Field*; in the manner, and according to the Proportions and Intereſts, herein after particularly mentioned, of the Firſt Part; *Robert Bee*, of *Skeffling*, in the ſaid County of *York*, Eſquire, Owner and Impropriator of all and ſingular the Tythes, great and ſmall, or of what Nature or Kind ſoever, coming, growing, and ariſing, within the tytheable Places of *Ottringham Marſh* aforeſaid; and alſo Owner and Propriator of ſeveral Cottages, and of ſeveral Parcels of Lands, in the ſaid *Eaſt Field*, *The Weſt Field*, *The Intack*, *The Ings*, *The Hither Haw*, *The Far*

Haw, and *The Carr*, in *Ottringham* aforeſaid, and of ſeveral Cottages, and of ſeveral Parcels of Lands, in the ſaid *Clough Field*, *Dobſon Leys*, *Newlands*, *Saltah Field*, and *Little Field*, in *Ottringham Marſh* aforeſaid, in the manner, and according to the Proportions and Intereſts, herein alſo after mentioned, of the Second Part; and Sir *Robert Hildyard*, of *Winſtead*, in the ſaid County of *York*, Baronet, *William Conſtable*, of *Burton Conſtable*, in the ſaid County of *York*, Eſquire, *Beilby Thompſon*, Eſquire, an Infant under the Age of One-and-twenty Years, by *Sarah Thompſon*, otherwiſe Dame *Sarah Dawes*, of the City of *York*, Widow, his Guardian, *John Thornton*, of *Clapham*, in the County of *Surry*, Eſquire, *Henry Maiſter*, Eſquire, *William Welfitt*, Merchant, *Robert Fairbarn*, Merchant, *Frances Wilkinſon* and *Jane Wilkinſon*, Spinſters, Coheirs at Law of *John Wilkinſon*, Gentleman, deceaſed, *William Burgh*, Gentleman, *Lancelot Iveſon*, Gentleman, all of *Kingſton upon Hull* aforeſaid, *John Bell*, of *Elſtronwick*, in the ſaid County of *York*, Gentleman, *John Bonfrey*, of *Kayingham*, in the ſaid County of *York*, Gentleman, and *Frances* his Wife, *Francis Farrah*, of *Fitling*, in the ſaid County of *York*, Gentleman, *Elizabeth Wright*, of *Carleton*, in the ſaid County of *York*, Widow, *Jane Collings*, of *Preſton*, in the ſaid County of *York*, Widow, *Matthew Waleſby*, of *Thorn Gumbald*, otherwiſe *Gumber Thorn*, in the ſaid County of *York*, Yeoman, *Robert Chriſty*, Yeoman, *Thomas Chriſty*, Yeoman, *Thomas Nicholſon*, Yeoman, *Jeoffrey Matchan*, Yeoman, *Francis Allen*, Yeoman, *Thomas Jackſon*, Yeoman, *William Taylor*, Yeoman, *William Wilſon*, Barber, *John Robinſon*, Yeoman, *Mary White*, *Ellen White*, and *Ann White*, Infants under the Age of One-and-twenty Years, by the ſaid *John Robinſon*, their Guardian, *William Aſhton*, Yeoman, *Richard Hancock*, Yeoman, *William Foſter*, Yeoman, *Elizabeth Cookman*, Widow, *John Scott*, Yeoman, *John Creſtelow*, Yeoman, *John Greenſides*, Yeoman, *Alice Holderneſs*, Widow, *John Wright*, Yeoman, and *Mary Major*, Widow, all of *Ottringham* and *Ottringham Marſh* aforeſaid, and *John Fox*, Yeoman, and *William Gibſon*, Yeoman, Churchwardens, and *Joſeph Thompſon*, Gentleman, and *William Major*, Yeoman, Overſeers of the Poor, of the Pariſh of *Ottringham* and *Ottringham Marſh* aforeſaid, *Robert Ombler*, of *Saltah*, in the ſaid County of *York*, Gentleman, *Robert Tenny*, of *Danthorpe*, in the ſaid County of *York*, Yeoman, and *James Wray*, *Peter Wray*, and *Ann Wray*, Infants under the Age of One-and-twenty Years, by the ſaid *Robert Tenny*, their Guardian, and *Richard Simpſon*, of *Pattrington*, in the ſaid County of *York*, Shopkeeper, and *Iſabel* his Wife, late *Iſabel Jefferſon*, Widow, *Matthew Webſter*, of *Rimſwell*, in the ſaid County of *York*, Yeoman, *James Nicholſon*, of *Burſtwick*, in the ſaid County of *York*, Yeoman, and *Mary Ward*, of *Ottringham* aforeſaid, Widow, and *Thomas Collinſon*, of *Halſham*, in the ſaid County of *York*, Yeoman, being the reſt of the Owners and Proprietors of the Cottages, and of the ſeveral Parcels of Land, in the ſaid *Eaſt Field*, *The Weſt Field*, *The Intack*, *The Ings*, *The Hither Haw*, *The Far Haw*, *The Carr*, *The Clough Field*, *Dobſon Leys*, *Newlands*, *SaltabField*, and *Little Field*, in the manner, and according to the Proportions and Intereſts, herein after particularly mentioned, of the Third Part: After reciting, That the ſaid ſeveral Owners and Proprietors had, time immemorial, had, in Right of their reſpective Cottages, Right of Common of Paſture and Right of Common of Average for all manner of commonable Cattle, in the ſaid *Eaſt Field*, *The Weſt Field*, *The Ings*, *The Hither Haw*, *The Clough Field*, *Dobſon Leys*, *Newlands*, *Saltah Field*, and *Little Field*; and One Beaſtgate or Paſture for One Beaſt in *The Intack*, when in Paſture, and Two Beaſtgates or Paſture for Two Beaſts, when Average, and One Beaſtgate or Paſture for One Beaſt, every Third or Common Year, in *The Hither* and *Far Haws*; and that the ſaid ſeveral Owners and Proprietors of Lands, in the *Eaſt Field*, *The Weſt Field*, *The Intack*, *The Ings*, *The Hither Haw*, *The Far Haw*, *The Carr*, *The Clough Field*, *Dobſon Leys*, *Newlands*, *Saltah Field*, and *Little Field*, then had, and, time out of mind, have had, in Right of their ſaid Lands, Right of Common of Paſture, and Right of Common of Average, for all manner of commonable

commonable Cattle, in *The East Field*, *The West Field*, *The Ings*, *The Hither Haw*, *The Clough Field*, *Dobson Leys*, *Newlands*, *Saltah Field*, and *Little Field*; and also a Right of Stocking in *The Intack*, *The Hither* and *Far Haws*, and *The Carr*, respectively, according to each Proprietor's Right and Interest therein respectively, and in manner therein after mentioned: And reciting also, That the said several Persons above-named were severally Owners of, or intitled unto, the several Cottages, Quantities, Parts, Shares, and Parcels of Ground, in *The East Field*, *The West Field*, *The Intack*, *The Ings*, *The Hither Haw*, *The Far Haw*, *The Carr*, *The Clough Field*, *Dobson Leys*, *Newlands*, *Saltah Field*, and *Little Field*; and of their Right of Common of Pasture and Right of Common of Average for their respective commonable Cattle, in *The East Field*, *The West Field*, *The Ings*, *The Hither Haw*, *The Clough Field*, *Dobson Leys*, *Newlands*, *Saltah Field*, and *Little Field*, in Right and Virtue of their several Cottages and Lands respectively, then having a Right of Common of Pasture, and a Right of Common of Average, and of Stocking such Beastgates, and Parts of Beastgates, in *The Intack*, *The Hither Haw*, *The Far Haw*, and *The Carr*, respectively, in the Manner, and in the Proportions, Quantities, Parts, and Shares, therein particularly mentioned and described; that is to say, The said *Francis Boynton* Six Cottages, Three hundred and Seventy-four Acres and Twenty Perches in *The East Field*, Two hundred and Seventy-four Acres and Two Roods in *The West Field*, One hundred and Thirty Acres Two Roods and Twenty Perches in *The Intack*, Eighty-six Acres Three Roods and Ten Perches in *The Ings*, Seventy-five Acres One Rood and Twenty Perches in *The Hither Haw*; Six Beastgates or Pasture for Six Beasts, in Right of his Six Cottages; and Ninety-eight Beastgates and One Eighth-part of a Beastgate, or Pasture for Ninety-eight Beasts and One Eighth-part of a Beastgate, in Right of his Lands in *The Intack*, when Pasture; Twelve Beastgates or Pasture for Twelve Beasts in Right of his Cottages; and One hundred and Thirty-four Beastgates and the Half of a Beastgate, or Pasture for One hundred and Thirty-four Beasts and the Half of a Beastgate, when Average, in Right of his Lands; Six Beastgates or Pasture for Six Beasts, in Right of his Cottages; Sixty-seven Beastgates or Pasture for Sixty-seven Beasts, in Right of his Lands, every Third or common Year, in *The Hither* and *Far Haws*; Fifty-one Beastgates or Pasture for Fifty-one Beasts; One Quarter and One Sixteenth-part of a Beastgate, in the Two several Years; Forty-four Beastgates and the Half of a Beastgate, or Pasture for Forty-four Beasts and the Half of a Beastgate, every Year in *The Carr*; and Right of Common of Pasture and Right of Common of Average for all commonable Cattle, in *The East Field*, *The West Field*, *The Ings*, *The Hither Haw*, *The Clough Field*, *Dobson Leys*, *Newlands*, *Saltah Field*, and *Little Field*, in Right of each Cottage, and of his said Lands respectively: The said *Robert Bee* Eight Cottages, Eighty-five Acres and Three Roods in the *East Field*, Seventy two Acres and One Rood in *The West Field*, Forty-eight Acres and Three Roods in *The Intack*, Eighteen Acres in *The Ings*, Six Acres in *The Hither Haw*, Fifty-two Acres in *Clough Field*, Twenty-One Acres in *Dobson Leys*, Forty-five Acres One Rood and Twenty Perches in *Newlands*, Seventy-five Acres in *Saltah Field*, and Thirty-four Acres in *Little Field*; Eight Beastgates or Pasture for Eight Beasts, in Right of his Eight Cottages; Sixty-three Beastgates and Three Quarters of a Beastgate, or Pasture for Sixty-three Beasts and Three Quarters of a Beastgate, in *The Intack*, in Right of his Lands, when Pasture; Sixteen Beastgates or Pasture for Sixteen Beasts, in Right of his Cottages; Eighty-one Beastgates or Pasture for Eighty-one Beasts, in Right of his Lands, when Average; Eight Beastgates or Pasture for Eight Beasts, in Right of his Cottages; Fifty-four Beastgates or Pasture for Fifty-four Beasts, in Right of his Lands, every Third or common Year, in *The Hither* and *Far Haws*; Seventeen Beastgates or Pasture for Seventeen Beasts in the Two several Years; Eighteen Beastgates and an Half and the Eighth-part of a Beastgate, or Pasture for Eighteen Beasts and the Half of a Beastgate; and the Eighth-part of a Beastgate, every Year in *The Carr*; and Right of Common of Pasture and Right of Common

of

of Average for all commonable Cattle, in *The East Field*, *The West Field*, *The Ings*, *The Hither Haw*, *The Clough Field*, *Dobson Leys*, *Newlands*, *Saltah Field*, and *Little Field*, in Right of each Cottage, and of his said Lands respectively: The said Sir *Robert Hildyard* One Cottage, Six Acres in *The East Field*, and Four Beastgates or Pasture for Four Beasts for One Month, commencing from the Breaking of the Average in *The East Field*, One Beastgate or Pasture for One Beast, in Right of his Cottage, in *The Intack*, when Pasture; Two Beastgates or Pasture for Two Beasts when Average; One Beastgate or Pasture for One Beast every Third or common Year in *The Hither* and *Far Haws*; One Fourth-part of a Beastgate in the Two several Years, and Right of Common of Pasture and Right of Common of Average for all commonable Cattle, in *The East Field*, *The West Field*, *The Ings*, *The Hither Haw*, *The Clough Field*, *Dobson Leys*, *Newlands*, *Saltah Field*, and *Little Field*, in Right of his said Cottage: The said *William Constable* One Cottage, Nineteen Acres One Rood and Thirty-five Perches in *The East Field*, Eleven Acres Two Roods and Thirty-six Perches in *The West Field*, Ten Acres Three Roods and Seventeen Perches in *The Intack*, Five Acres and Twenty-four Perches in *The Ings*, Three Acres Two Roods and Four Perches in *The Hither Haw*, Two Acres and Two Roods and Eight Perches in *Newlands*; One Beastgate or Pasture for One Beast in Right of his Cottage; and Six Beastgates or Pasture for Six Beasts in Right of his Lands in *The Intack*, when Pasture; and Two Beastgates or Pasture for Two Beasts in Right of his Cottage; and Eight Beastgates or Pasture for Eight Beasts in Right of his Lands, when Average; One Beastgate or Pasture for One Beast, in Right of his Cottage; Seven Beastgates or Pasture for Seven Beasts in Right of his Lands, every Third or common Year, in *The Hither* and *Far Haws*; Eleven Beastgates or Pasture for Eleven Beasts in the Two several Years, Four Beastgates or Pasture for Four Beasts every Year, in *The Carr*; and Right of Common of Pasture and Right of Common of Average for all commonable Cattle, in *The East Field*, *The West Field*, *The Ings*, *The Hither Haw*, *The Clough Field*, *Dobson Leys*, *Newlands*, *Saltah Field*, and *Little Field*, in Right of his said Cottage and Lands respectively: The said *Beilby Thompson* One Cottage, Twenty-five Acres and Two Roods in *The East Field*, Nineteen Acres and One Rood in *The West Field*, Twelve Acres and One Rood in *The Intack*, Five Acres One Rood and Twenty-six Perches and an Half and the Third Part of Half a Perch in *The Ings*, Four Acres in *The Hither Haw*, and Three Acres in *Newlands*; One Beastgate or Pasture for One Beast in Right of his said Cottage, and Six Beastgates or Pasture for Six Beasts, in Right of his Land, in *The Intack*, when Pasture; Two Beastgates or Pasture for Two Beasts in Right of his said Cottage, and Eight Beastgates or Pasture for Eight Beasts in Right of his Lands, when Average; One Beastgate or Pasture for One Beast in Right of his said Cottage, and Four Beastgates or Pasture for Four Beasts in Right of his Land, every Third or common Year, in *The Hither* and *Far Haws*; and Four Beastgates or Pasture for Four Beasts in the Two several Years, and Three Beastgates or Pasture for Three Beasts every Year, in *The Carr*; and Right of Common of Pasture and Right of Common of Average for all commonable Cattle, in *The East Field*, *The West Field*, *The Ings*, *The Hither Haw*, *The Clough Field*, *Dobson Leys*, *Newlands*, *Saltah Field*, and *Little Field*, in Right of his said Cottage and Lands respectively: The said *John Thornton* One Cottage, Fourteen Acres in *The Intack*, Five Acres in *The Ings*, Eight Acres in *The Hither Haw*, Seven Acres in *Clough Field*, Fourteen Acres in *Saltah Field*, and Seven Acres and Three Roods in *Newlands*; One Beastgate or Pasture for One Beast in Right of his Cottage, and Seven Beastgates and the Half of a Beastgate or Pasture for Seven Beasts and the Half of a Beast in Right of his Lands, in *The Intack*, when Pasture; and Two Beastgates or Pasture for Two Beasts in Right of his Cottage, and Ten Beastgates or Pasture for Ten Beasts in Right of his Lands, when Average; One Beastgate or Pasture for One Beast in Right of his Cottage, and Five Beastgates or Pasture for Five Beasts in Right of his Lands, every

Third

Third or common Year, in *The Hither* and *Far Haws*; Five Beaſtgates or Paſture for Five Beaſts in the Two ſeveral Years, and Right of Common of Paſture and Right of Common of Average for all commonable Cattle, in *The Eaſt Field*, *The Weſt Field*, *The Ings*, *The Hither Haw*, *The Clough Field*, *Dobſon Leys*, *Newlands*, *Saltah Field*, and *Little Field*, in Right of his ſaid Cottage and Lands reſpectively: The ſaid *Henry Maiſter* Four Cottages, Two hundred and Eight Acres and Two Roods in *The Eaſt Field*, One hundred and Sixty-three Acres and Two Roods in *The Weſt Field*, Eighty-three Acres and One Rood in *The Intack*, Thirty-one Acres and Twenty Perches One Year in *The Ings*, and in the next Year Thirty-one Acres One Rood and Twenty Perches, Twenty-nine Acres in *The Hither Haw*, Five Acres and Three Roods in *Newlands*, One Acre and Three Roods in *Saltah Field*; Four Beaſtgates or Paſture for Four Beaſts in Right of his Four Cottages, Fifty Beaſtgates and the Half of a Beaſtgate or Paſture for Fifty Beaſts and the Half of a Beaſtgate in Right of his Lands in *The Intack*, when Paſture; and Eight Beaſtgates or Paſture for Eight Beaſts in Right of his Cottages, and Sixty-ſeven Beaſtgates and Two-third Parts of a Beaſtgate or Paſture for Sixty-ſeven Beaſts and Two Third-parts of a Beaſtgate, when Average; Four Beaſtgates or Paſture for Four Beaſts in Right of his Cottages, Thirty-three Beaſtgates and Two Third-parts of a Beaſtgate or Paſture for Thirty-three Beaſts and Two Third-parts of a Beaſtgate, every Third or common Year, in *The Hither* and *Far Haws*; Thirty-two Beaſtgates and the Half of a Beaſtgate or Paſture for Thirty-two Beaſts and the Half of a Beaſtgate in the Two ſeveral Years, and Eighteen Beaſtgates and the Half of a Beaſtgate and Two Thirds of the Half of a Beaſtgate every Year, in *The Carr*; and Right of Common of Paſture and Right of Common of Average for all commonable Cattle, in *The Eaſt Field*, *The Weſt Field*, *The Ings*, *The Hither Haw*, *The Clough Field*, *Dobſon Leys*, *Newlands*, *Saltah Field*, and *Little Field*, in Right of each Cottage and of his Lands reſpectively: The ſaid *William Welfitt* Twenty-two Acres and Three Roods in *The Eaſt Field*, Sixteen Acres and Two Roods in *The Weſt Field*, Twenty-nine Acres and One Rood in *The Intack*, Three Acres in *The Ings*, Ten Acres in *The Hither Haw*; Four Beaſtgates and the Half of a Beaſtgate or Paſture for Four Beaſts and the Half of a Beaſtgate in *The Intack*, when Paſture; and Six Beaſtgates or Paſture for Six Beaſts, when Average; Three Beaſtgates or Paſture for Three Beaſts in *The Hither* and *Far Haws*, every Third or common Year, and Six Beaſtgates and the Fourth Part of a Beaſtgate or Paſture for Six Beaſts and the Fourth Part of a Beaſt in the Two ſeveral Years; and Right of Common of Paſture and Right of Common of Average for all commonable Cattle in *The Eaſt Field*, *The Weſt Field*, *The Ings*, *The Hither Haw*, *The Clough Field*, *Dobſon Leys*, *Newlands*, *Saltah Field*, and *Little Field*, in Right of his ſaid Land: The ſaid *Robert Fairbarne* Two Cottages, Sixty-one Acres in *The Eaſt Field*, Forty-three Acres and One Rood in *The Weſt Field*, Twenty-four Acres and One Rood in *The Intack*, Fourteen Acres and Three Roods in *The Ings*, and Five Acres in *The Hither Haw*; Two Beaſtgates or Paſture for Two Beaſts in Right of his Cottages, and Fifteen Beaſtgates or Paſture for Fifteen Beaſts in *The Intack*, when Paſture, in Right of his Lands; Four Beaſtgates or Paſture for Four Beaſts in Right of his Cottages; Twenty Beaſtgates or Paſture for Twenty Beaſts, in Right of his Lands, when Average; Two Beaſtgates or Paſture for Two Beaſts in *The Hither* and *Far Haws*, every Third or common Year, in Right of his Cottages; Eight Beaſtgates or Paſture for Eight Beaſts in Right of his Lands, Six Beaſtgates or Paſture for Six Beaſts in the Two ſeveral Years, and Six Beaſtgates and the Half of a Beaſtgate or Paſture for Six Beaſts and the Half of a Beaſtgate every Year, in *The Carr*; and Right of Common of Paſture and Right of Common of Average for all commonable Cattle, in *The Eaſt Field*, *The Weſt Field*, *The Ings*, *The Hither Haw*, *The Clough Field*, *Dobſon Leys*, *Newlands*, *Saltah Field*, and *Little Field*, in Right of each Cottage and of his Lands reſpectively: The ſaid *Frances Wilkinſon* and *Jane Wilkinſon* Three Acres in *The Clough Field*, Five Acres in *Saltah Field*, Four Acres and Two Roods in *Little Field*, Two Acres

and Three Roods in *Newlands*, Three Beaſtgates or Paſture for Three Beaſts in *The Intack*, when Paſture, and Four Beaſtgates or Paſture for Four Beaſts, when Average; and Two Beaſtgates or Paſture for Two Beaſts, every Third or common Year, in *The Hither* and *Far Haws*; and Right of Common of Paſture and Right of Common of Average for all commonable Cattle, in *The Eaſt Field*, *The Weſt Field*, *The Ings*, *The Hither Haw*, *The Clough Field*, *Dobſon Leys*, *Newlands*, *Saltah Field*, and *Little Field*, in Right of their Lands: The ſaid *William Burgh* One Cottage, Six Acres in *Clough Field*, Four Acres and One Rood in *Dobſon Leys*, Fifteen Acres and One Rood in *Newlands*, Eleven Acres and One Rood in *Saltah Field*, and Six Acres and Two Roods in *Little Field*; One Beaſtgate or Paſture for One Beaſt in Right of his Cottage, and Six Beaſtgates or Paſture for Six Beaſts in Right of his Lands, in *The Intack*, when Paſture; Two Beaſtgates or Paſture for Two Beaſts in Right of his Cottage, and Eight Beaſtgates or Paſture for Eight Beaſts in Right of his Lands, when Average; One Beaſtgate or Paſture for One Beaſt in Right of his Cottage, and Four Beaſtgates or Paſture for Four Beaſts in Right of his Lands, every Third or common Year, in *The Hither* and *Far Haws*; and Right of Common of Paſture and Right of Common of Average for all commonable Cattle, in *The Eaſt Field*, *The Weſt Field*, *The Ings*, *The Hither Haw*, *The Clough Field*, *Dobſon Leys*, *Newlands*, *Saltah Field*, and *Little Field*, in Right of his ſaid Cottage and Lands reſpectively: The ſaid *Lancelot Iveſon* Two Roods in *The Weſt Field*: The ſaid *John Bell* Two Cottages, Seventeen Acres and Three Roods in *The Eaſt Field*, Sixteeen Acres and Two Roods in *The Weſt Field*, Two Acres and Three Roods in *The Ings*; Two Beaſtgates or Paſture for Two Beaſts in Right of his Two Cottages, and Three Beaſtgates and the Half of a Beaſtgate in Right of his Lands, in *The Intack*, when Paſture; and Four Beaſtgates or Paſture for Four Beaſts in Right of his Two Cottages, and Four Beaſtgates or Paſture for Four Beaſts in Right of his Lands, when Average; Two Beaſtgates or Paſture for Two Beaſts in Right of his Two Cottages, and Three Beaſtgates and the Half of a Beaſtgate or Paſture for Three Beaſts and the Half of a Beaſt in Right of his Lands, every Third or common Year, in *The Hither* and *Far Haws*; and Three Beaſtgates or Paſture for Three Beaſts every Year in *The Carr*; and Right of Common of Paſture and Right of Common of Average for all commonable Cattle, in *The Eaſt Field*, *The Weſt Field*, *The Ings*, *The Hither Haw*, *The Clough Field*, *Dobſon Leys*, *Newlands*, *Saltah Field*, and *Little Field*, in Right of each Cottage and of his ſaid Lands reſpectively: The ſaid *John Bonfrey* and *Frances* his Wife Nineteen Acres in *The Eaſt Field*, Fifteen Acres Three Roods and Twenty Perches in *The Weſt Field*, Six Acres Three Roods in *The Intack*, Four Acres Two Roods and Twenty Perches in *The Ings*, One Acre and Two Roods in *The Hither Haw*, Four Beaſtgates and the Half of a Beaſtgate or Paſture for Four Beaſts and the Half of a Beaſtgate in *The Intack*, when Paſture; and Six Beaſtgates or Paſture for Six Beaſts, when Average; Three Beaſtgates or Paſture for Three Beaſts every Year in *The Hither* and *Far Haws*; and One Beaſtgate or Paſture for One Beaſt every Year in *The Carr*; and Right of Common of Paſture and Right of Common of Average for all commonable Cattle, in *The Eaſt Field*, *The Weſt Field*, *The Ings*, *The Hither Haw*, *The Clough Field*, *Dobſon Leys*, *Newlands*, *Saltah Field*, and *Little Field*, in Right of their ſaid Lands: The ſaid *Francis Farrah* One Cottage, Eleven Acres in *The Eaſt Field*, Ten Acres in *The Weſt Field*, Three Acres and Three Roods in *The Intack*, Four Acres and One Rood in *The Hither Haw*, One Beaſtgate or Paſture for One Beaſt in Right of his Cottage, and Three Beaſtgates or Paſture for Three Beaſts in *The Intack*, in Right of his Lands, when Paſture; and Two Beaſtgates or Paſture for Two Beaſts in Right of his Cottage, and Four Beaſtgates or Paſture for Four Beaſts, in Right of his Lands, when Average; One Beaſtgate or Paſture for One Beaſt in Right of his Cottage, and Two Beaſtgates or Paſture for Two Beaſts in Right of his Lands, every Third or common Year, in *The Hither* and *Far Haws*; and Three Beaſtgates or Paſture for Three Beaſts every Year in *The Carr*;

Carr; and Right of Common of Pasture and Right of Common of Average for all commonable Cattle, in *The East Field*, *The West Field*, *The Ings*, *The Hither Haw*, *The Clough Field*, *Dobson Leys*, *Newlands*, *Saltah Field*, and *Little Field*, in Right of his said Cottage and Lands respectively: The said *Elizabeth Wright* One Cottage, One Acre in *Clough Field*, One Acre in *Newlands*, Ten Acres in *Saltah Field*, and Four Acres and Two Roods in *Little Field*; One Beastgate or Pasture for One Beast in Right of her Cottage, and Three Beastgates or Pasture for Three Beasts in *The Intack*, in Right of her Lands, when Pasture; and Two Beastgates or Pasture for Two Beasts in Right of her Cottage, and Four Beastgates or Pasture for Four Beasts in Right of her Land, when Average; One Beastgate or Pasture for One Beast in Right of her Cottage, and Two Beastgates or Pasture for Two Beasts every Third or common Year in Right of her Lands, in *The Hither* and *Far Haws*; and Right of Common of Pasture and Right of Common of Average for all commonable Cattle, in *The East Field*, *The West Field*, *The Ings*, *The Hither Haw*, *The Clough Field*, *Dobson Leys*, *Newlands*, *Saltah Field*, and *Little Field*, in Right of her said Cottage and Lands respectively: The said *Jane Collings* Three Cottages, Forty-seven Acres and Three Roods in *The East Field*, Thirty-one Acres Two Roods in *The West Field*, Seventeen Acres Three Roods Twenty-six Perches and an Half and the Third Part of Half a Perch in *The Intack*, One Acre and Two Roods in *Newlands*; Two Beastgates or Pasture for Two Beasts in Right of her Two Cottages, and One Beastgate or Pasture for One Beast in Right of the other Cottage, late *Holdernesse*'s, now sold to the said *William Taylor*; and Ten Beastgates and the Half of a Beastgate or Pasture for Ten Beasts and the Half of a Beastgate in *The Intack*, when Pasture; Six Beastgates or Pasture for Six Beasts in Right of the said Three Cottages, and Fourteen Beastgates or Pasture for Fourteen Beasts, when Average; Three Beastgates or Pasture for Three Beasts in Right of the said Three Cottages, Seven Beastgates or Pasture for Seven Beasts in Right of her Land, every Third or common Year, in *The Hither* and *Far Haws*; and Three Beastgates and Three Quarters of a Beastgate or Pasture for Three Beasts and Three Quarters of a Beastgate in the Two several Years, Four Beastgates and Three Quarters of a Beastgate or Pasture for Four Beasts and Three Quarters of a Beastgate every Year, in *The Carr*; and Right of Common of Pasture and Right of Common of Average for all commonable Cattle, in *The East Field*, *The West Field*, *The Ings*, *The Hither Haw*, *The Clough Field*, *Dobson Leys*, *Newlands*, *Saltah Field*, and *Little Field*, in Right of each Cottage, and of her said Lands respectively: The said *Matthew Walesby* Six Acres in *The East Field*, and Five Acres in *The West Field*: The said *Robert Christy* Two Cottages, Fifty Acres and Two Roods in *The East Field*, Thirty Acres in *The West Field*, Thirty Acres and Two Roods in *The Intack*, Ten Acres in *The Ings*, Four Acres in *The Hither Haw*, Two Roods and Thirty Perches in *Newlands*; Two Beastgates or Pasture for Two Beasts in Right of his Cottages, Fifteen Beastgates and the Half of a Beastgate or Pasture for Fifteen Beasts and the Half of a Beastgate in *The Intack*, in Right of his Lands, when Pasture; Four Beastgates or Pasture for Four Beasts in Right of his Cottages, Twenty Beastgates and the Half of a Beastgate and the Third Part of the Half of a Beastgate or Pasture for Twenty Beasts and the Half of a Beastgate and the Third Part of the Half of a Beastgate, when Average; Two Beastgates or Pasture for Two Beasts in Right of his Cottages, Ten Beastgates and the Third Part of a Beastgate or Pasture for Ten Beasts and the Third Part of a Beastgate in Right of his Lands, every Third or common Year, in *The Hither* and *Far Haws*; Thirteen Beastgates or Pasture for Thirteen Beasts in the Two several Years, and Three Beastgates and the Third Part of Half a Beastgate or Pasture for Three Beasts and the Third Part of Half a Beastgate every Year, in *The Carr*; and Right of Common of Pasture and Right of Common of Average for all commonable Cattle, in *The East Field*, *The West Field*, *The Ings*, *The Hither Haw*, *The Clough Field*, *Dobson Leys*, *Newlands*, *Saltah Field*, and *Little Field*, in Right of each Cottage and of his said Lands respectively: The said

Thomas

Thomas Chriſty Four Acres in *The Eaſt Field*, Three Acres and Two Roods in *The Weſt Field*, One Beaſtgate and the Half of a Beaſtgate or Paſture for One Beaſt and the Half of a Beaſtgate in *The Intack*, when Paſture; Two Beaſtgates or Paſture for Two Beaſts, when Average; One Beaſtgate or Paſture for One Beaſt every Third or common Year, in *The Hither* and *Far Haws*; and Right of Common of Paſture and Right of Common of Average for all commonable Cattle, in *The Eaſt Field*, *The Weſt Field*, *The Ings*, *The Hither Haw*, *The Clough Field*, *Dobſon Leys*, *Newlands*, *Saltah Field*, and *Little Field*, in Right of his Lands: The ſaid *Thomas Nicholſon* One Cottage, Ten Acres and One Rood in *The Eaſt Field*, Nine Acres and Three Roods in the *Weſt Field*, One Acre and One Rood in *The Ings*; One Beaſtgate or Paſture for One Beaſt in Right of his Cottage in *The Intack*, when Paſture; and Two Beaſtgates or Paſture for Two Beaſts in Right of his Lands, when Average; One Beaſtgate or Paſture for One Beaſt in Right of his Cottage, every Third or common Year, in *The Hither* and *Far Haws*; and Three Beaſtgates or Paſture for Three Beaſts every Year in the *Carr*; and Right of Common of Paſture and Right of Common of Average for all commonable Cattle, in *The Eaſt Field*, *The Weſt Field*, *The Ings*, *The Hither Haw*, *The Clough Field*, *Dobſon Leys*, *Newlands*, *Saltah Field*, and *Little Field*, in Right of his ſaid Cottage and Lands reſpectively: The ſaid *Jeffery Matchan* Eleven Acres and One Rood in *The Eaſt Field*, Five Acres Two Roods in the *Weſt Field*, Three Acres One Rood and Twenty Perches in *The Intack*, One Acre and Two Roods in *The Ings*, Two Acres in *The Hither Haw*, and Half an Acre in *Newlands*, Two Roods in *Little Field*; Two Beaſtgates and the Fourth Part of a Beaſtgate or Paſture for Two Beaſts and the Fourth Part of a Beaſt in *The Intack*, when Paſture; and Three Beaſtgates or Paſture for Three Beaſts, when Average, One Beaſtgate and the Half of a Beaſtgate or Paſture for One Beaſt and the Half of a Beaſtgate, every Third or common Year, in *The Hither* and *Far Haws*; Three Beaſtgates or Paſture for Three Beaſts, in the Two ſeveral Years, Half a Beaſtgate or Paſture for Half a Beaſt, every Year, in *The Carr*; and Right of Common of Paſture and Right of Common of Average for all commonable Cattle, in *The Eaſt Field*, *The Weſt Field*, *The Ings*, *The Hither Haw*, *The Clough Field*, *Dobſon Leys*, *Newlands*, *Saltah Field*, and *Little Field*, in Right of his Lands: The ſaid *Francis Allen* Twenty-nine Acres and Two Roods in *The Eaſt Field*, Seventeen Acres and Two Roods in *The Weſt Field*, Sixteen Acres in *The Intack*, Eight Acres and Two Roods in *The Ings*, One Acre in *The Hither Haw*; Seven Beaſtgates or Paſture for Seven Beaſts in *The Intack*, when Paſture; Ten Beaſtgates or Paſture for Ten Beaſts, when Average, Five Beaſtgates or Paſture for Five Beaſts, every Third or common Year, in *The Hither* and *Far Haws*; One Beaſtgate and Three Quarters of a Beaſtgate, or Paſture for One Beaſt and Three Quarters of a Beaſtgate, in the Two ſeveral Years, and Four Beaſtgates or Paſture for Four Beaſts, every Year, in *The Carr*; and Right of Common of Paſture and Right of Common of Average for all commonable Cattle, in *The Eaſt Field*, *The Weſt Field*, *The Ings*, *The Hither Haw*, *The Clough Field*, *Dobſon Leys*, *Newlands*, *Saltah Field*, and *Little Field*, in Right of his ſaid Lands: The ſaid *Thomas Jackſon* One Cottage, One Acre and One Rood in *The Eaſt Field*, Three Roods in *The Weſt Field*, One Beaſtgate or Paſture for One Beaſt in Right of his Cottage in *The Intack*, when Paſture; Two Beaſtgates or Paſture for Two Beaſts, when Average, and One Beaſtgate or Paſture for One Beaſt every Third or common Year in *The Hither* and *Far Haws*, in Right of his Cottage; and Right of Common of Paſture and Right of Common of Average for all commonable Cattle, in *The Eaſt Field*, *The Weſt Field*, *The Ings*, *The Hither Haw*, *The Clough Field*, *Dobſon Leys*, *Newlands*, *Saltah Field*, and *Little Field*, in Right of his Cottage: The ſaid *William Taylor* One Cottage, with Right of Common of Paſture and the Right of Common of Average for all commonable Cattle, in *The Eaſt Field*, *The Weſt Field*, *The Ings*, *The Hither Haw*, *The Clough Field*, *Dobſon Leys*, *Newlands*, *Saltah Field*, and *Little Field*, in Right of his ſaid Cottage only: The ſaid *William Wilſon* One Cottage, One Beaſtgate or Paſture for

One

One Beaſt in *The Intack*, when Paſture, and Two Beaſtgates or Paſture for Two Beaſts, when Average, One Beaſtgate or Paſture for One Beaſt every Third or common Year in *The Hither* and *Far Haws*; and Right of Common of Paſture and Right of Common of Average for all commonable Cattle, in Right of his ſaid Cottage, in *The Eaſt Field*, *The Weſt Field*, *The Ings*, *The Hither Haw*, *The Clough Field*, *Dobſon Leys*, *Newlands*, *Saltah Field*, and *Little Field*: The ſaid *John Robinſon* One Cottage, One Beaſtgate or Paſture for One Beaſt in *The Intack*, when Paſture, and Two Beaſtgates or Paſture for Two Beaſts, when Average, One Beaſtgate or Paſture for One Beaſt every Third or common Year, in *The Hither* and *Far Haws*; and Right of Common of Paſture and Right of Common of Average for all commonable Cattle, in *The Eaſt Field*, *The Weſt Field*, *The Ings*, *the Hither Haw*, *The Clough Field*, *Dobſon Leys*, *Newlands*, *Saltah Field*, and *Little Field*, in Right of his ſaid Cottage: The ſaid *Mary White*, *Ellen White*, and *Ann White*, One Cottage, One Beaſtgate or Paſture for One Beaſt in *The Intack*, when Paſture; Two Beaſtgates or Paſture for Two Beaſts, when Average; One Beaſtgate or Paſture for One Beaſt, every Third or common Year, in *The Hither* and *Far Haws*; and alſo Right of Common of Paſture and Right of Common of Average for all commonable Cattle, in *The Eaſt Field*, *The Weſt Field*, *The Ings*, *The Hither Haw*, *The Clough Field*, *Dobſon Leys*, *Newlands*, *Saltah Field*, and *Little Field*, in Right of their ſaid Cottage: The ſaid *William Aſhton* One Cottage, One Acre in *The Eaſt Field*, One Acre and Three Roods in *The Weſt Field*; One Beaſtgate or Paſture for One Beaſt in *The Intack*, when Paſture; Two Beaſtgates or Paſture for Two Beaſts, when Average; One Beaſtgate or Paſture for One Beaſt, every Third or common Year, in *The Hither* and *Far Haws*; and alſo Right of Common of Paſture and Right of Common of Average for all commonable Cattle, in *The Eaſt Field*, *The Weſt Field*, *The Ings*, *The Hither Haw*, *The Clough Field*, *Dobſon Leys*, *Newlands*, *Saltah Field*, and *Little Field*, in Right of his ſaid Cottage: The ſaid *Richard Hancock* and *William Foſter* One Cottage, Eight Acres and Two Roods in *The Eaſt Field*, Eighteen Acres and One Rood in the *Weſt Field*, One Acre and Three Roods in *The Intack*, Half a Rood in *The Ings*, One Acre and Two Roods in *The Hither Haw*; One Beaſtgate or Paſture for One Beaſt in *The Intack*, when Paſture, in Right of their Cottage; One Beaſtgate and the Half of a Beaſtgate or Paſture for One Beaſt and the Half of One Beaſtgate in Right of their Land, when Paſture; Two Beaſtgates or Paſture for Two Beaſts in Right of their Cottage, Four Beaſtgates or Paſture for Four Beaſts in Right of their Lands, when Average; One Beaſtgate or Paſture for One Beaſt in Right of their Cottage, every Third or common Year, in *The Hither* and *Far Haws*; Two Beaſtgates and the Fourth Part of a Beaſtgate or Paſture for Two Beaſts and the Fourth Part of a Beaſtgate in Right of their Land, and One Beaſtgate and an Half or Paſture for One Beaſt and an Half in the Two ſeveral Years, and Four Beaſtgates or Paſture for Four Beaſts every Year, in *The Carr*; and Right of Common of Paſture and Right of Common of Average for all commonable Cattle, in *The Eaſt Field*, *The Weſt Field*, *The Ings*, *The Hither Haw*, *The Clough Field*, *Dobſon Leys*, *Newlands*, *Saltah Field*, and *Little Field*, in Right of their ſaid Cottage and Lands reſpectively: The ſaid *Elizabeth Cookman* One Cottage, One Beaſtgate or Paſture for One Beaſt in *The Intack*, when Paſture; Two Beaſtgates or Paſture for Two Beaſts, when Average; and Right of Common of Paſture and Right of Common of Average for all commonable Cattle, in *The Eaſt Field*, *The Weſt Field*, *The Ings*, *The Hither Haw*, *The Clough Field*, *Dobſon Leys*, *Newlands*, *Saltah Field*, and *Little Field*, in Right of her ſaid Cottage: The ſaid *John Scott* One Cottage, One Beaſtgate or Paſture for One Beaſt in *The Intack*, when Paſture; Two Beaſtgates or Paſture for Two Beaſts, when Average; One Beaſtgate or Paſture for One Beaſt in *The Hither* and *Far Haws*, every Third or common Year; and alſo Right of Common of Paſture and Right of Common of Average for all commonable Cattle, in *The Eaſt Field*, *The Weſt Field*, *The Ings*, *The Hither Haw*, *The Clough Field*, *Dobſon Leys*, *Newlands*, *Saltah Field*, and *Little Field*, all in Right of the ſaid Cottage: The ſaid *John Creſtelow* One Cottage, with Right of Common of Paſture and Right of Common of Average for all commonable Cattle, in *The Eaſt*

Field, *The West Field*, *The Ings*, *The Hither Haw*, *The Clough Field*, *Dobson Leys*, *Newlands*, *Saltah Field*, and *Little Field*, only in Right of his said Cottage: The said *John Greensides* One Cottage, One Beastgate or Pasture for One Beast in *The Intack*, when Pasture; Two Beastgates or Pasture for Two Beasts, when Average; One Beastgate or Pasture for One Beast every Third or common Year, in *The Hither* and *Far Haws*; and also Right of Common of Pasture and Right of Common of Average for all commonable Cattle, in *The East Field*, *The West Field*, *The Ings*, *The Hither Haw*, *The Clough Field*, *Dobson Leys*, *Newlands*, *Saltah Field*, and *Little Field*, all in Right of his said Cottage: The said *Alice Holderness* One Cottage, Half an Acre in *The Ings*, One Beastgate or Pasture for One Beast in *The Intack*, when Pasture; Two Beastgates or Pasture for Two Beasts, when Average; One Beastgate or Pasture for One Beast every Third or common Year, in *The Hither* and *Far Haws*; and Right of Common of Pasture and Right of Common of Average for all commonable Cattle, in *The East Field*, *The West Field*, *The Ings*, *The Hither Haw*, *The Clough Field*, *Dobson Leys*, *Newlands*, *Saltah Field*, and *Little Field*, all in Right of her said Cottage: The said *John Wright* and *Mary Major* One Cottage, One Beastgate or Pasture for One Beast in *The Intack*, when Pasture; Two Beastgates or Pasture for Two Beasts, when Average; One Beastgate or Pasture for One Beast every Third or common Year, in *The Hither* and *Far Haws*; and Right of Common of Pasture and Right of Common of Average for all commonable Cattle, in *The East Field*, *The West Field*, *The Ings*, *The Hither Haw*, *The Clough Field*, *Dobson Leys*, *Newlands*, *Saltah Field*, and *Little Field*, all in Right of their said Cottage: The said *John Fox*, *William Gibson*, *Joseph Thompson*, and *William Major*, Churchwardens and Overseers of the Poor of the said Parish of *Ottringham*, for the Use of the Church and the Poor of the said Parish, Thirty-one Acres in *The East Field*, Twenty Acres in *The West Field*, One Acre and Two Roods in *The Intack*, and Three Acres in *The Ings*: The said *Robert Ombler* One Cottage, One Beastgate or Pasture for One Beast, in *The Intack*, when Pasture; Two Beastgates or Pasture for Two Beasts, when Average; One Beastgate or Pasture for One Beast every Third or common Year, in *The Hither* and *Far Haws*; and Right of Common of Pasture and Right of Common of Average for all commonable Cattle, in *The East Field*, *The West Field*, *The Ings*, *The Hither Haw*, *The Clough Field*, *Dobson Leys*, *Newlands*, *Saltah Field*, and *Little Field*, in Right of his Cottage: The said *Robert Tenny* One Cottage, One Beastgate or Pasture for One Beast in *The Intack*, when Pasture; Two Beastgates or Pasture for Two Beasts, when Average; One Beastgate or Pasture for One Beast every Third or common Year, in *The Hither* and *Far Haws*; and also Right of Common of Pasture and Right of Common of Average for all commonable Cattle, in *The East Field*, *The West Field*, *The Ings*, *The Hither Haw*, *The Clough Field*, *Dobson Leys*, *Newlands*, *Saltah Field*, and *Little Field*, in Right of his said Cottage: The said *Robert Tenny*, *James Wray*, *Peter Wray*, and *Ann Wray*, Three Cottages, Eighteen Acres in *The East Field*, Fourteen Acres and Three Roods in the *West Field*, One Rood in *The Ings*; Three Beastgates or Pasture for Three Beasts in *The Intack*, when Pasture, in Right of their Three Cottages; Three Beastgates and Three Quarters of a Beastgate or Pasture for Three Beasts and Three Quarters of a Beastgate in Right of their Lands; Six Beastgates or Pasture for Six Beasts in Right of their Cottages, Five Beastgates or Pasture for Five Beasts in Right of their Lands, when Average; Three Beastgates or Pasture for Three Beasts in Right of their Cottages, Two Beastgates and the Half of a Beastgate or Pasture for Two Beasts and the Half of a Beastgate, every Third or common Year, in *The Hither* and *Far Haws*, in Right of their Lands; and the Eighth Part of a Beastgate or Pasture for the Eighth Part of a Beastgate in the Two several Years, and One Beastgate and Three Quarters of a Beastgate or Pasture for One Beast and Three Quarters of a Beastgate every Year, in *The Carr*; and Right of Common of Pasture and Right of Common of Average for all commonable Cattle, in *The East Field*, *The West Field*, *The Ings*, *The Hither Haw*, *The Clough Field*, *Dobson Leys*, *Newlands*, *Saltah Field*, and *Little Field*, in Right of each Cottage and their said Lands respectively: The said *Richard Simpson* and *Isabel* his Wife One Cottage, One

Beastgate

Beaſtgate or Paſture for One Beaſt in *The Intack*, when Paſture; Two Beaſtgates or Paſture for Two Beaſts, when Average; One Beaſtgate or Paſture for One Beaſt, every Third or common Year, in *The Hither* and *Far Haws*; and alſo Right of Common of Paſture and Right of Common of Average for all commonable Cattle, in *The Eaſt Field*, *The Weſt Field*, *The Ings*, *The Hither Haw*, *The Clough Field*, *Dobſon Leys*, *Newlands*, *Saltah Field*, and *Little Field*, all in Right of their ſaid Cottage: The ſaid *Matthew Webſter* Two Cottages, Eighteen Acres in the *Eaſt Field*, Fourteen Acres and Three Roods in *The Weſt Field*, One Rood in *The Ings*, Two Beaſtgates or Paſture for Two Beaſts in Right of his Cottages, Three Beaſtgates and Three Quarters of a Beaſtgate or Paſture for Three Beaſts and Three Quarters of a Beaſt in Right of his Lands, in *The Intack*, when Paſture; Four Beaſtgates or Paſture for Four Beaſts in Right of his Cottages, Five Beaſtgates or Paſture for Five Beaſts in Right of his Lands, when Average; Two Beaſtgates or Paſture for Two Beaſts in Right of his Cottages; Two Beaſtgates and the Half of a Beaſtgate or Paſture for Two Beaſts and the Half of a Beaſtgate, every Third or common Year, in *The Hither* and *Far Haws*; the Eighth Part of a Beaſtgate or Paſture for the Eighth Part of a Beaſtgate in the Two ſeveral Years, and One Beaſtgate and Three Quarters of a Beaſtgate or Paſture for One Beaſt and Three Quarters of a Beaſtgate every Year, in *The Carr*; and Right of Common of Paſture and Right of Common of Average for all commonable Cattle, in *The Eaſt Field*, *The Weſt Field*, *The Ings*, *The Hither Haw*, *The Clough Field*, *Dobſon Leys*, *Newlands*, *Saltah Field*, and *Little Field*, in Right of each Cottage and of his ſaid Lands reſpectively: The ſaid *James Nicholſon* Seven Acres and Two Roods in the *Eaſt Field*, Five Acres and Three Roods in *The Weſt Field*, Two Beaſtgates or Paſture for Two Beaſts every Year in *The Carr*: The ſaid *Mary Ward* Three Acres in *The Eaſt Field*, Two Acres and Three Roods in *The Weſt Field*, and One Beaſtgate or Paſture for One Beaſt every Year in *The Carr*: The ſaid *Thomas Collinſon* Three Roods in *The Eaſt Field*, One Acre in *The Weſt Field*, and Three Quarters of a Beaſtgate or Paſture for Three Quarters of a Beaſtgate, every Year, in *The Carr*: And that no other Perſon or Perſons, Bodies Politick and Corporate, had any proper Right, Share, Title, or Intereſt, in any Cottage or Cottages, or in the ſaid *Eaſt Field*, *The Weſt Field*, *The Intack*, *The Ings*, *The Hither Haw*, *The Far Haw*, *The Carr*, *The Clough Field*, *Dobſon Leys*, *Newlands*, *Saltah Field*, and *Little Field*, or in any of them: And alſo reciting, That the ſaid ſeveral Parties to the ſaid Articles, for the better Improvement of their ſeveral Cottage Rights, Eſtates, Rights, and Intereſts, in the ſame *Eaſt Field*, *The Weſt Field*, *The Intack*, *The Ings*, *The Hither Haw*, *The Far Haw*, *The Carr*, *The Clough Field*, *Dobſon Leys*, *Newlands*, *Saltah Field*, and *Little Field*, were deſirous that the ſame might be divided and incloſed, and that ſome particular Part or Share, Parts and Shares, of the ſaid ſeveral and reſpective open Fields, Paſture Grounds, Pieces or Parcels of Ground, and Premiſes, thereby agreed and intended to be divided and incloſed, ſhould be allotted and aſſigned to each of the ſaid ſeveral Owners and Proprietors of and in the ſaid ſeveral Cottages, in lieu and full Satisfaction as well of the ſaid ſeveral and reſpective Cottage Rights, and Right of Common of Paſture and Right of Common of Average, in the ſaid *Eaſt Field*, *The Weſt Field*, *The Ings*, *The Hither Haw*, *The Clough Field*, *Dobſon Leys*, *Newlands*, *Saltah Field*, and *Little Field*, as aforeſaid, as alſo in each and every of the ſaid Owners and Proprietors Right of Stocking with Beaſts in *The Intack*, *The Hither* and *Far Haws*, and *The Carr*, reſpectively, as aforeſaid, in Right of their ſaid ſeveral and reſpective Cottages, and of their ſaid ſeveral and reſpective Lands, therein reſpectively to be by them ſeverally and reſpectively held and enjoyed in Severalty for ever: And reciting, That ſaid *Frantis Boynton* had agreed with all and each and every other the Owners and Proprietors aforeſaid of and in the ſaid *Eaſt Field*, *The Weſt Field*, *The Intack*, *The Ings*, *The Hither Haw*, *The Far Haw*, and *The Carr* (ſave the ſaid *Robert Bee*, as therein after is mentioned), to accept and take the yearly Sum of One hundred and Seventy-ſix Pounds of lawful Money of *Great Britain*, by way of Compoſition or Tythe Rent, in lieu and full Satisfaction of all manner of Tythes whatſoever, as well great as ſmall, or of what Nature or Kind ſoever, to ariſe, happen, renew, or grow, as well upon the

ſeveral and reſpective new Allotments to be made to the ſaid *Francis Boynton*, and all and every other the Owners and Proprietors of Lands in the ſaid *Eaſt Field*, *The Weſt Field*, *The Ings*, *The Hither Haw*, *The Far Haw*, and *The Carr*, as alſo upon all and every the now incloſed Lands, Grounds, and Premiſes, of him the ſaid *Francis Boynton*, and of all and every other the Owners and Proprietors therein named, lying and being within the Townſhip of *Ottringham* aforeſaid, or within the Fields, Limits, Precincts, Territories, and tythable Places, thereof, the Tythe of the Mill only excepted: And that it was thereby mutually covenanted, conſented, declared, and agreed, by and between the ſaid *Francis Boynton*, and all the ſaid ſeveral other Owners and Proprietors of Cottages, Lands, Grounds, and Premiſes, in *Ottringham* aforeſaid, and the tythable Places thereof, that he the ſaid *Francis Boynton*, and his Heirs and Aſſigns, ſhould and would accept, and that they and each and every of them the ſaid ſeveral other Owners and Proprietors, Parties thereto, and their and each and every of their ſeveral and reſpective Heirs, Succeſſors, and Aſſigns, ſhould and would pay to him the ſaid *Francis Boynton*, his Heirs, and Aſſigns, their and each and every of their ſeveral and reſpective Parts, Shares, and Proportions, of the ſaid yearly Sum or Tythe Rent of One hundred and Seventy-ſix Pounds, thereby agreed to be paid to him the ſaid *Francis Boynton*, his Heirs and Aſſigns, as aforeſaid, in lieu and full Satisfaction of all manner of Tythes whatſoever, as aforeſaid, in ſuch Sums, Proportions, Shares, Parts, and Payments, as the ſaid Commiſſioners therein after named, or any Two of them, in their Judgments and Diſcretions, ſhould, on making and publiſhing their Award, as therein after is mentioned and agreed, fix, direct, order, limit, appoint, and award; but that the ſaid *Robert Bee*, in regard his Five ſeveral Cloſes called *Gunney Marſh*, *South Lands*, *Old Croft*, *Long Cloſe*, and *Little Cloſe*, lying and being in *Ottringham* aforeſaid, were then free from all manner of Tythes (ſave the Tythe of Corn and Hay) and had been ſo held, time out of mind, was only to pay ſuch Part of the ſaid yearly Sum of One hundred and Seventy-ſix Pounds to the ſaid *Francis Boynton*, his Heirs and Aſſigns, in lieu of Tythes as aforeſaid, as the ſaid Commiſſioners or Agents therein after named and appointed, or any Two of them, in their Judgments and Diſcretions, ſhould, on making their Award, think moſt equal, and ſhould fix, ſettle, order, and award: And alſo reciting, That the ſaid *Robert Bee* had agreed with all and every other the Owners and Proprietors aforeſaid of and in the ſaid *Clough Field*, *Dobſon Leys*, *Newlands*, *Saltah Field*, and *Little Field*, and of all the old incloſed Lands in *Ottringham Marſh* aforeſaid, that in caſe all the Lands to be contained in the new Allotments to be made to him the ſaid *Robert Bee*, and all the other Owners of and in *The Clough Field*, *Dobſon Leys*, *Newlands*, *Saltah Field*, and *Little Field*, and of all the old incloſed Lands and Premiſes in *Ottringham Marſh* aforeſaid, ſhould meaſure and contain Seven hundred and Seventy-ſix Acres in the Whole, to accept and take the yearly Compoſition or Tythe Rent of One Shilling and Six Pence by the Acre, in lieu and full Satisfaction of all manner of Tythes whatſoever, as well great as ſmall, or of what Nature or Kind ſoever, to ariſe, happen, renew, or grow, as well upon the ſeveral and reſpective new Allotments to be made to him the ſaid *Robert Bee*, and all and every the other Owners and Proprietors of Lands in *The Clough Field*, *Dobſon Leys*, *Newlands*, *Saltah Field*, and *Little Field*, as upon all and every the old incloſed Lands and Premiſes of him the ſaid *Robert Bee*, and of all and every other the Owners and Proprietors Parties thereto, lying and being in *Ottringham Marſh* aforeſaid, or within the Fields, Territories, and tythable Places thereof: But in caſe the Lands to be allotted in *The Clough Field*, *Dobſon Leys*, *Newlands*, *Saltah Field*, and *Little Field*, and all the old incloſed Lands lying and being in *Ottringham Marſh* aforeſaid, ſhould fall ſhort of and not contain Seven hundred and Seventy-ſix Acres in the whole as aforeſaid, then ſo much Money more than One Shilling and Six Pence by the Acre, and in the like Proportion for a leſs Quantity than an Acre, as the ſaid Commiſſioners or Agents, therein after named and appointed, or any Two of them, in their Judgment ſhould, in making their ſaid Award, think moſt equal, and they ſhould therein and thereby fix, direct, order, and award: And that it was thereby covenanted and agreed by

and

and between the ſaid *Robert Bee* and the ſaid ſeveral other Owners and Proprietors of Cottages, Lands, Grounds, and Premiſes, lying and being in *Ottringham Marſh* aforeſaid, and within the tytheable Places thereof, That the ſaid *Robert Bee* and his Heirs and Aſſigns ſhould accept, and that they and each and every of them the ſaid ſeveral Owners and Proprietors Parties thereto, and their and each and every of their ſeveral and reſpective Heirs, Executors, Succeſſors, and Aſſigns, ſhould pay to him the ſaid *Robert Bee*, his Heirs and Aſſigns, their and each and every of their ſeveral and reſpective Compoſitions, or yearly Tythe Rents or Rent Charge thereby agreed to be ſettled, awarded, and to be paid to him, his Heirs and Aſſigns, in manner as aforeſaid, in lieu and in full Satisfaction of all Tythes whatſoever as aforeſaid: And reciting, That the ſaid *Eaſt Field*, *The Weſt Field*, *The Intack*, *The Ings*, *The Hither Haw*, *The Far Haw*, *The Carr*, *The Clough Field*, *Dobſon Leys*, *Newlands*, *Saltah Field*, and *Little Field*, and Premiſes thereby intended and agreed to be divided and incloſed, were capable of very great Advantage and Improvements; and, if the ſame were divided and incloſed, would be of great Benefit and Advantage to all the ſaid Owners and Proprietors thereof reſpectively: It is witneſſed by, and mutually covenanted, concluded, declared, and agreed, by and between, all the ſaid Parties to the ſaid Articles, That, for the better Improvement of the ſeveral and reſpective Eſtates and Intereſts of the ſaid Owners and Proprietors of and in the ſaid *Eaſt Field*, *The Weſt Field*, *The Intack*, *The Ings*, *The Hither Haw*, *The Far Haw*, *The Carr*, *The Clough Field*, *Dobſon Leys*, *Newlands*, *Saltah Field*, and *Little Field*, and their and each and every of their ſeveral Shares of Grounds, Proportions, Parts, Shares, Beaſtgates, Rights of Common of Paſture and Rights of Common of Average, Rights and Intereſts therein reſpectively, that the ſame ſhould be thrown into an Average, and that a Diviſion and Incloſure ſhould be made of all the ſaid *Eaſt Field*, *The Weſt Field*, *The Intack*, *The Ings*, *The Hither Haw*, *The Far Haw*, *The Carr*, *The Clough Field*, *Dobſon Leys*, *Newlands*, *Saltah Field*, and *Little Field*, in manner as therein after is mentioned; and that the Right of Common of Paſture and Right of Common of Average, in the ſaid *Eaſt Field*, *The Weſt Field*, *The Ings*, *The Hither Haw*, *The Clough Field*, *Dobſon Leys*, *Newlands*, *Saltah Field*, and *Little Field*, and the Right or Uſage of ſtocking with Beaſts in *The Intack*, *The Hither Haw*, *The Far Haw*, and *The Carr*, reſpectively, and all other Rights, Uſages, Privileges, and Advantages, and Right of Common of Paſture and Right of Common of Average, Right or Uſage of ſtocking with Beaſts, or otherwiſe, reſpectively, and all other Rights whatſoever or howſoever theretofore uſed, had, and enjoyed, in and upon the *Eaſt Field*, *The Weſt Field*, *The Intack*, *The Ings*, *The Hither Haw*, *The Far Haw*, *The Carr*, *The Clough Field*, *Dobſon Leys*, *Newlands*, *Saltah Field*, and *Little Field*, or all or any other the Grounds, Lands, and Premiſes, therein before mentioned, agreed, and intended, to be divided and incloſed, ſhould, from and immediately after the ſaid Commiſſioners or Agents therein after named and appointed, or any Two of them, ſhould have made their Award and Determination of and concerning the Matters and Things, thereby agreed to be referred to them, under their Hands and Seals, or under the Hands and Seals of any Two of them, ceaſe, determine, and be at an End; and ſhould, for ever then after, be fully, effectually, and abſolutely extinguiſhed, to all Intents and Purpoſes whatſoever; and that the ſaid Lands and Premiſes ſhould be divided, allotted, and aſſigned, by the ſaid Commiſſioners or Agents therein after named and appointed, or any Two of them, to and amongſt the ſeveral Owners and Proprietors aforeſaid, in proportion to their ſeveral and reſpective Cottage Rights, Shares of Grounds, Parts, Proportions, Beaſtgates, Right of Common of Paſture, and Right of Common of Average, Rights and Intereſts therein reſpectively, as aforeſaid, and in ſuch Places and Parts of the ſaid ſeveral open Fields, Paſture Grounds, Pieces or Parcels of Ground, and in ſuch Proportions and Shares as the ſaid Commiſſioners or Agents therein after named, or any Two of them, ſhould direct and award to be by them the ſaid Owners and Proprietors reſpectively held and enjoyed, in Severalty, for ever, in lieu of his, her, and their, ſaid ſeveral and reſpective Rights or other Intereſts therein, and therein before mentioned: And for the Purpoſes afore-

ſaid, it was thereby covenanted, conſented, declared, and agreed, by and between all the ſaid Owners and Proprietors and Parties thereto, That *John Lund* and *Thomas Lazenby*, therein named, ſhould each of them, with all convenient Speed, take a full, exact, and diſtinct, Survey and Admeaſurement of all the ſaid ſeveral open Fields, Paſture Grounds, Pieces or Parcels of Ground, and of each and every of the Share and Shares, Parts, Proportions, Rights, and Intereſts, of the ſaid ſeveral and reſpective Owners and Proprietors therein reſpectively, in each and every Fall, Place, and Flat, and reduce the ſame into Writing, and ſhould lay the ſame before the Commiſſioners or Agents therein after named, on or before the Eleventh Day of *November* next, ſo as the ſaid Commiſſioners or Agents therein after named may proceed therein, in order to divide and make ſuch Incloſures and new Allotments of and in the ſaid ſeveral open Fields, Paſture Grounds, Pieces or Parcels of Ground, and to do all ſuch other Acts, Matters, and Things, as were therein and thereby agreed upon, and they were impowered to act and do: And that *Robert Bell*, of *Hedon*, in the ſaid County of *York*, Gentleman, *John Cleaver*, of *Caſtle Howard*, in the ſaid County of *York*, Gentleman, and *John Dickinſon*, of *Beverley*, in the ſaid County of *York*, Gentleman, or any Two of them, ſhould be their Commiſſioners or Agents, with full Power and Authority for them, or any Two of them, to divide, allot, ſet forth, and aſſign, by Metes and Bounds, under the Proviſoes, Directions, Limitations, and Agreements, therein after mentioned, directed, and contained, all the ſaid ſeveral open Fields, Paſture Grounds, Pieces or Parcels of Ground, unto and amongſt all and each and every of the ſaid Owners and Proprietors, their Heirs, Succeſſors, or Aſſigns, ſuch Part and Parts, Share and Shares, Proportion and Proportions, of and in the ſaid ſeveral open Fields, Paſture Grounds, Pieces or Parcels of Ground, ſo intended and agreed to be incloſed and divided, and in ſuch Parts and Places thereof reſpectively, as the ſaid Commiſſioners or Agents, or any Two of them, ſhould, in their Judgments, think moſt equal and convenient, in lieu and full Satisfaction and Recompence of their ſeveral and reſpective Cottage Rights, Parts, Shares, Parcels, and Proportions, of Lands and Grounds, in the ſaid *Eaſt Field*, *The Weſt Field*, *The Intack*, *The Ings*, *The Hither Haw*, *The Far Haw*, *The Carr*, *The Clough Field*, *Dobſon Leys*, *Newlands*, *Saltah Field*, and *Little Field*, and of their Right of ſtocking with Beaſts, and of their Right of Common of Paſture or Right of Common of Average in all and every or any of the Lands and Premiſes thereby agreed and intended to be incloſed and divided as aforeſaid; the ſaid Commiſſioners or Agents in ſuch Allotments, ſo to be reſpectively made as aforeſaid, having due Regard as well to the Quantity and Quality of each particular Perſon's Share, Right, and Intereſt, which he, ſhe, or they now reſpectively enjoy; and alſo to the Quantity and Quality of Lands to him, her, or them, to be allotted and awarded; and not giving to any of the ſaid Perſons intereſted therein any undue Preference: And it is thereby further mutually covenanted and agreed, That ſuch Parts, Shares, Proportions, and Allotments, to be ſet out and made by the ſaid Commiſſioners or Agents, or any Two of them, ſhould be binding and concluſive to all and every the ſaid Owners and Proprietors, their, each and every of their, reſpective Heirs, Executors, Adminiſtrators, Succeſſors, and Aſſigns reſpectively; and that each and every of the ſaid Owners and Proprietors, their Heirs, Succeſſors, and Aſſigns reſpectively, ſhould have, hold, and enjoy his, her, and their ſeveral and reſpective Parts, Shares, Proportions, and Allotments in Severalty, freed and diſcharged from all Claim or Right of ſtocking with Beaſts, and of all Right of Common of Paſture and Right of Common of Average, or any other Right or Claim whatſoever, of each other of them, and ſhould have the ſame and the like Eſtate and Intereſt in ſuch his, her, or their Shares, Parts, Proportions, and Allotments, ſo to be allotted and awarded, when awarded, as he, ſhe, or they reſpectively then had in the ſaid ſeveral open Fields, Paſture Grounds, Pieces or Parcels of Ground, or each or any of them, in reſpect and inſtead whereof ſuch Allotment and Allotments were to be made, without any Claim, Title, or Diſturbance, to be made or done one to another by any of the ſaid Owners and Proprietors, Parties thereto, or any other Perſon or Perſons whatſoever, claiming

or

or to claim by, from, or under him, her, or them, or each or either or any of them, their, or each or either or any of their, Heirs or Aſſigns (ſave and except by the ſaid *Francis Boynton*, his Heirs and Aſſigns, for or in reſpect only of the Tythe Rents to be paid to him, his Heirs and Aſſigns, by each of the other Proprietors, in Manner therein before agreed; and alſo ſave and except by the ſaid *Robert Bee*, his Heirs and Aſſigns, for or in reſpect only of the Tythe Rents to be paid to him, his Heirs and Aſſigns, by each of the other Proprietors, in Manner therein before agreed): And it it is thereby further agreed, That the ſaid Commiſſioners or Agents, or any Two of them, ſhould leave a ſufficient Quantity of Ground, according to the Laws and Statutes of this Kingdom, where the Highway or Road then was, in *The Weſt Field* of *Ottringham* aforeſaid, leading from *Kayingham*, in the ſaid County of *York*, to and through the Town of *Ottringham* aforeſaid, and ſo into and through *The Eaſt Field* of *Ottringham* aforeſaid, as far as and unto the Gate and Gateſtead dividing *The Eaſt Field* of *Ottringham* aforeſaid from *The Weſt Field* of *Winſtead*, in the ſaid County of *York*, leading to *Pattrington*, in the ſaid County of *York*, or in ſuch other Place and Places as might, by the ſaid Commiſſioners or Agents, or any Two of them, be thought moſt convenient for a Highway, leading from *Kayingham* aforeſaid, to and through the Town of *Ottringham* aforeſaid, to *Pattrington* aforeſaid, and ſhould alſo ſet forth all manner of publick and private Ways or Roads in and through the ſaid thereby intended new Incloſures, and all the Ditches, Cloughs, Drains, Sewers, Waters, Watercourſes, Fences, Gates, Bridges, Arches, and Stiles, that were to be made upon the ſame, and how, and by whom, and in what Time, the ſame ſhould be made, and for ever thereafter be repaired and maintained; and to ſet forth, order, and do all and every other Act, Matter, and Thing whatſoever, neceſſary to be done for the perfecting and compleating the ſaid Incloſures, as to them, or any Two of them, in their Award ſhould ſeem meet; ſo as the ſaid Commiſſioners or Agents, or any Two of them, make their Award and Determination upon the Matters and Things to them thereby referred in Writing, under their Hands and Seals, or under the Hands and Seals of any Two of them, on or before the Fifth Day of *April* which ſhould be in the Year of our Lord One thouſand Seven hundred and Sixty: And it is thereby further covenanted and agreed by and between the ſaid *Francis Boynton* and the reſt of the ſaid Owners and Proprietors, Parties thereto (ſave and except the ſaid *Robert Bee*), that as well each and every Allotment or Allotments to be made to the ſaid *Francis Boynton*, and the reſt of the Owners and Proprietors of and in *The Eaſt Field*, *The Weſt Field*, *The Intack*, *The Ings*, *The Hither Haw*, *The Far Haw*, *The Carr*, as all the old Incloſures and Lands belonging to the ſaid *Francis Boynton*, and the reſt of the ſaid Parties thereto reſpectively, lying and being in *Ottringham* aforeſaid, ſhould, from and after the making of ſuch Award as aforeſaid, be reſpectively charged and chargeable with the Payment of the ſaid yearly Compoſition or Tythe Rent of One hundred and Seventy-ſix Pounds, thereby agreed to be paid to him the ſaid *Francis Boynton*, his Heirs and Aſſigns, in lieu and full Satisfaction of all manner of Tythes whatſoever, in ſuch Sums, Proportions, and Payments, as the ſaid Commiſſioners or Agents, or any Two of them, ſhould fix, order, and award; and that the ſeveral Sums, Proportions, and Payments, of the ſaid yearly Compoſition or Tythe Rent, thereby ageed to be paid as aforeſaid, ſhould, by the ſaid Owners and Proprietors, their Heirs, Succeſſors, and Aſſigns, be paid to the ſaid *Francis Boynton*, his Heirs and Aſſigns, by Two equal Half-yearly Payments in the Year; that is to ſay, at or on the Second Day of *February* and the Second Day of *Auguſt*, for, and in lieu, and full Satisfaction, and that the ſaid *Francis Boynton*, his Heirs and Aſſigns, ſhould accept the ſame, for, and in lieu, and in full Satisfaction and Diſcharge of all manner of Tythes whatſoever, which ſhould yearly or otherwiſe thereafter for ever come, grow, renew, or ariſe, within or upon each and every ſuch Allotment and Allotments in the ſaid *Eaſt Field*, *The Weſt Field*, *The Intack*, *The Ings*, *The Hither Haw*, *The Far Haw*, and *The Carr*, and all, every, or any of the ſaid old incloſed Lands of the ſaid *Francis Boynton*, and the ſaid ſeveral other Parties thereto reſpectively, in *Ottringham* aforeſaid, the Proportion of each Owner and Proprietor's Part or Share of

every

every ſuch Tythe Rent or yearly Rent Charge, to be likewiſe fixed, ſettled, and aſcertained by the ſaid Commiſſioners, or any Two of them, in their ſaid Award to be made as aforeſaid; and the Firſt Payment of every ſuch Tythe Rent or yearly Rent Charge to begin and to be made at or upon the Firſt of the ſaid Days next happening after the making the ſaid Award: And it is alſo thereby covenanted, declared, and agreed, by and between all the ſaid Parties thereto, that the Lands and Tenements to be contained in every ſuch Allotment and Allotments, and all other the then incloſed or old incloſed Lands of all the ſaid Parties thereto, lying and being in *Ottringham* aforeſaid, ſhould be liable and open to the Diſtreſs of the ſaid *Francis Boynton*, his Heirs and Aſſigns, for the Tythe Rent to be charged and fixed thereon reſpectively as aforeſaid, when and ſo often as the ſame, or any Part thereof, ſhould be in Arrear and unpaid, at any of the ſaid Days of Payment on which the ſame ſhould be awarded to be paid; and that the Diſtreſs and Diſtreſſes thereupon to be found ſhould be ſubject to be diſpoſed of, according to the Laws now in Force concerning Diſtreſſes for Rent, reſerved on Leaſes for Years: And it was thereby further covenanted and agreed, by and between the ſaid *Robert Bee*, and the reſt of the Owners and Proprietors of and in *The Clough Field*, *Dobſon Leys*, *Newlands*, *Saltah Field*, and *Little Field*, that as well each and every Allotment and Allotments to be made to the ſaid *Robert Bee*, and the reſt of the Owners and Proprietors, out of or in *The Clough Field*, *Dobſon Leys*, *Newlands*, *Saltah Field*, and *Little Field*, as alſo all the Lands then incloſed belonging to the ſaid *Robert Bee*, and the other Owners, Parties thereto, reſpectively, lying and being in *Ottringham Marſh* aforeſaid, ſhould, from and after the making of ſuch Award as aforeſaid, be reſpectively charged and liable to and with the Payment of ſuch yearly Compoſition or Tythe Rent or Rent Charge therein before agreed to be paid to the ſaid *Robert Bee*, his Heirs or Aſſigns, in lieu and full Satisfaction of all manner of Tythes whatſoever, and in ſuch Sums, Proportions, and Payments, as the ſaid Commiſſioners or Agents, or any Two of them, ſhould, in and by their ſaid Award, order, direct, and award; and that the ſaid yearly Compoſition or yearly Rent Charge agreed to be paid as aforeſaid, ſhould, by the ſaid Owners and Proprietors, and their ſeveral and reſpective Heirs, Succeſſors, and Aſſigns, be paid to the ſaid *Robert Bee*, his Heirs and Aſſigns, by Two equal Half-yearly Payments in the Year; that is to ſay, at or on the Fifth Day of *April* and the Eleventh Day of *October*, for and in lieu and full Satisfaction, and that the ſaid *Robert Bee*, his Heirs and Aſſigns, ſhould accept the ſame, for and in lieu and full Satisfaction and Diſcharge of all Manner of Tythes whatſoever, which ſhould yearly or otherwiſe thereafter for ever come, grow, renew, or ariſe, within or upon each and every ſuch Allotment and Allotments in the ſaid *Clough Field*, *Dobſon Leys*, *Newlands*, *Saltah Field*, and *Little Field*, or all or any of the ſaid old incloſed Lands of the ſaid *Robert Bee*, and the ſaid ſeveral other Parties thereto reſpectively, in *Ottringham Marſh* aforeſaid, every ſuch Tythe Rent or yearly Rent Charge to be likewiſe fixed, ſettled, and aſcertained by the ſaid Commiſſioners, or any Two of them, in their ſaid Award to be made as aforeſaid, and the Firſt Payment of every ſuch Tythe Rent or yearly Rent Charge to begin and to be made upon the Eleventh Day of *October* next happening after the making the ſaid Award: And it is alſo thereby covenanted and agreed, by and between all the ſaid Parties thereto, that the Lands and Tenements to be contained in every ſuch Allotment in *The Clough Field*, *Dobſon Leys*, *Newlands*, *Saltah Field*, and *Little Field*, and all other the then incloſed or old incloſed Lands of the ſaid *Robert Bee*, and the other Owners and Proprietors, Parties thereto, lying and being in *Ottringham Marſh* aforeſaid, ſhould be liable and open to the Diſtreſs of the ſaid *Robert Bee*, his Heirs and Aſſigns, for the Tythe Rent to be charged and fixed thereon reſpectively as aforeſaid, when and ſo often as the ſame, or any Part thereof, ſhould be in Arrear and unpaid, at any of the ſaid Days of Payment on which the ſame ſhould be awarded to be paid; and that the Diſtreſs and Diſtreſſes thereupon to be found, ſhould be ſubject to be diſpoſed of according to the Laws now in Force concerning Diſtreſſes for Rent, reſerved on Leaſes for Years: And it was alſo mutually covenanted, conſented, declared, and agreed, by and between all the ſaid Owners and Proprietors, Parties

to

to the ſaid Articles, that if any One or more of the ſaid Commiſſioners or Agents, therein before named and appointed, ſhould happen to die, or refuſe to act, before the ſaid Award or Determination be made and finiſhed as aforeſaid, that then and in ſuch Caſe it ſhould and might be lawful for ſuch of the ſaid Commiſſioners as ſhould ſurvive, or be willing to act, by virtue of the ſaid Articles, by any Writing or Writings under his or their Hand and Seal or Hands and Seals, from time to time to elect, chuſe, nominate, and appoint, One or more fit Perſon or Perſons, not intereſted in the ſaid ſeveral open Fields, Paſture Grounds, Pieces or Parcels of Ground, or any of them, to be, and who ſhould be, Commiſſioner or Agent, Commiſſioners or Agents, in the Room, Place, and Stead of ſuch Commiſſioner or Agent, Commiſſioners or Agents, who ſhould happen to die, or refuſe to act, as aforeſaid; and that ſuch Perſon or Perſons, ſo to be elected, nominated, and choſen as aforeſaid, ſhould and might act and be joined with ſuch ſurviving or other Commiſſioner or Commiſſioners willing to act, in the Execution of all and every the Powers thereby directed and agreed to be veſted in them, and have the ſame Power and Authority, in every Particular and Reſpect, as if he or they had been thereby nominated and appointed a Commiſſioner or Commiſſioners, Agent or Agents; ſo as ſuch new Commiſſioner or Commiſſioners, Agent or Agents, be elected and choſen within One Month next after the Deceaſe of ſuch Commiſſioner or Commiſſioners, Agent or Agents, ſo dying, or ſuch of them ſo refuſing to act as aforeſaid; and in the mean time, or in Default of ſuch Election, the ſurviving Commiſſioners ſhould proceed in and about the completing and finiſhing the ſaid intended new Incloſures and Diviſions, as though no ſuch Death or Refuſal had happened; any thing therein contained to the contrary thereof in any-wiſe notwithſtanding: And it was alſo further covenanted, conſented, declared, and agreed, by and between all and every the ſaid Owners and Proprietors, Parties to the ſaid Articles, that proper Means and Application ſhould be taken and made for obtaining an Act of Parliament with all convenient Speed, for the better making and confirming the ſaid intended Diviſions and Incloſures, and ſettling and fixing the ſaid ſeveral yearly Tythes, Rent, or Rents Charges, out of each and every Allotment and Allotments to be made, as well in or out of the ſaid ſeveral open Fields, Paſture Grounds, Pieces, or Parcels of Ground, and each and every of them reſpectively, as alſo out of all and every the ſaid old incloſed Lands of all the ſaid Parties thereto in *Ottringham* and *Ottringham Marſh* aforeſaid, to the ſaid *Francis Boynton* and *Robert Bee* ſeverally and reſpectively, and their and each of their ſeveral and reſpective Heirs and Aſſigns, in lieu and Diſcharge of all manner of Tythes whatſoever reſpectively, coming, growing, renewing, or ariſing in and upon every ſuch Allotment or Allotments of the Lands intended to be incloſed, or in or upon the ſaid old incloſed Lands in *Ottringham* and *Ottringham Marſh* reſpectively, as aforeſaid, according to the Agreements aforeſaid, as by the ſaid Commiſſioners or Agents, or any Two of them, or their Counſel learned in the Law, ſhould be adviſed; and that all the Charges and Expences in and about the ſolliciting and obtaining ſuch Act of Parliament, and all the Charges and Expences of ſurveying and meaſuring the ſaid ſeveral open Fields, Paſture Grounds, Pieces or Parcels of Ground, and all the Charges of the ſaid Commiſſioners, and their Expences, and alſo all the Charges and Expences of making the Articles, and procuring the ſame to be executed, and for the making and inrolling the ſaid Award, and all other incidental Charges and Expences whatſoever, of what Nature or Kind ſoever, relating to the ſecuring to every of the ſaid Parties, Owners, and Proprietors of and in the ſaid ſeveral open Fields, Paſture Grounds, Pieces or Parcels of Ground, the Allotments to be made to them reſpectively, and to the ſaid *Francis Boynton* and *Robert Bee* reſpectively, and their and each of their ſeveral and reſpective Heirs and Aſſigns, the Tythe Rents or Rent Charges thereby agreed to be paid and laid thereon ſeverally and reſpectively, purſuant to the ſaid Articles, ſhould be jointly borne and paid by every reſpective Owner and Proprietor in the ſaid ſeveral open Fields, Paſture Grounds, Pieces or Parcels of Ground in *Ottringham* and *Ottringham Marſh* aforeſaid, their reſpective Guardians or Truſtees,

ſtees, in proportion, according to the Rights and Intereſts which every ſuch Owners then had therein, or in reſpect whereof any Allotment or Allotments ſhould be to him, her, or them made; and that the Charges of meaſuring and ſurveying all the old incloſed Lands in *Ottringham* and *Ottringham Marſh* aforeſaid, ſhould be paid by the Parties thereto in proportion to ſuch Owner's Quantity or Share of Ground therein reſpectively contained; but that the ſaid Tythe Rents, ſo to be paid to the ſaid *Francis Boynton* and *Robert Bee* reſpectively as aforeſaid, or either of them, ſhould not be charged or chargeable with any of the ſaid Charges or Expences, or any Part or Proportion thereof: And it was thereby covenanted and agreed, That, in order to preſerve the Quicks and Thorn Wood that ſhould or might be ordered, directed, and awarded, by the ſaid Commiſſioners, or any Two of them, in their Award, to be planted or ſet in all or any Part or Parts of the open Fields, Paſture Grounds, Pieces or Parcels of Ground, and Premiſes, thereby agreed and intended to be incloſed and divided as aforeſaid, none of the ſaid Owners and Proprietors of and in the ſaid open Fields, Paſture Grounds, Pieces or Parcels of Ground, and Premiſes, therein before mentioned and intended to be divided and incloſed as aforeſaid, ſhould, for the Term of Seven Years from the making the ſaid intended Award, upon any Account, Means, Pretence, or Occaſion, whatſoever or howſoever, ſtock with or put any Sheep whatſoever into or upon all or any Part of the ſaid open Fields, Paſture Grounds, Pieces or Parcels of Ground, Lands, and Premiſes, therein before mentioned, intended, and agreed, to be incloſed and divided as aforeſaid: And it was thereby further mutually covenanted and agreed, by and between all the Owners and Proprietors of the ſaid ſeveral open Fields, Paſture Grounds, Pieces or Parcels of Ground, That they and each and every of them, their and each and every of their ſeveral and reſpective Heirs and Aſſigns, ſhould ſeverally and reſpectively, after the ſaid intended Incloſures ſhould be perfected and completed, in manner therein before agreed, bear, pay, and diſcharge, all ſuch Out Rents, Fee-farm Rents, and other Out Payments or Charges whatſoever, iſſuing out of, or charged or chargeable upon, or due or payable for or in reſpect of, their, each and every of their ſeveral and reſpective Lands, Grounds, and Premiſes, which they reſpectively held and enjoyed in the ſaid ſeveral open Fields, Paſture Grounds, Pieces or Parcels of Ground, thereby agreed and intended to be divided and incloſed as aforeſaid; and they and each and every of them ſhould ſubject and make liable ſuch Parts or Shares thereof as ſhould, by the ſaid Commiſſioners or Agents, or any Two of them, in making their ſaid Award, be allotted, aſſigned, and awarded to them reſpectively, in lieu of their preſent Rights, Grounds, Lands, Intereſts, and Eſtates, in the ſaid ſeveral open Fields, Paſture Grounds, Pieces or Parcels of Grounds, to the full, clear, and intire Payment of all and every or any ſuch Out Rents, Fee-farm Rents, Quit Rents, and all other Out Payments and Charges whatſoever, then iſſuing, payable, or charged or chargeable upon all, every, or any of their ſaid ſeveral and reſpective Lands, Grounds, and Premiſes, thereby agreed and intended to be divided and incloſed as aforeſaid; and that they, each, and every of them ſhould reſpectively ſave harmleſs and indemnify all and every Perſon or Perſons to whom the ſaid Lands, Grounds, and Premiſes, ſo charged and chargeable as aforeſaid, ſhould be allotted, awarded, and aſſigned, as aforeſaid, his, her, and their, ſeveral and reſpective Heirs, Succeſſors, and Aſſigns; and alſo the Lands, Grounds, and Premiſes, to him, her, or them, ſo to be allotted, awarded, and aſſigned, charged and chargeable as aforeſaid, of and from the Payment thereof, and of every Part thereof reſpectively: In which ſaid Articles is contained a Proviſo purporting, That nothing therein contained ſhould be conſtrued to defeat, leſſen, or prejudice, the Right, Title, or Intereſt, of the ſaid *Francis Boynton*, or the ſaid *Henry Maiſter*, of, in, and to the Seigniory and Royalties incident and belonging to the Manor or Manors, Lordſhip or Lordſhips, of *Ottringham* and *Ottringham Marſh* aforeſaid, or of him the ſaid *William Conſtable*, of, in, and to the Seigniory of *Holderneſs* aforeſaid; but that they the ſaid *Francis Boynton*, *Henry Maiſter*, and *William Conſtable*, reſpectively, and all and every Perſon and Perſons claiming under them reſpectively, as Lord or Lords of the ſaid Manor or Manors of *Ottringham*

and

and *Ottringham Marſh*, and Seigniory of *Holderneſs*, for the Time being, ſhould and might, from time to time, and at all Times for ever thereafter, hold and enjoy all Rents, Services, Courts, Perquiſites and Profits of Courts, Mines, Waifs, Eſtrays, Forfeitures, and other Royalties and Seigniories, to the ſaid Manor or Manors of *Ottringham* and *Ottringham Marſh*, and Seigniory of *Holderneſs*, or to them, or any of them, as Lord or Lords thereof reſpectively, incident, belonging, or appertaining (other than and except ſuch Common Right as ſhould or might be claimed by them repectively, as Lord or Lords of the ſaid Manor or Manors of *Ottringham* and *Ottringham Marſh*, or Seigniory of *Holderneſs*, or otherwiſe, in and upon the ſaid Premiſes ſo intended to be incloſed as aforeſaid): And it was thereby mutually covenanted and agreed, by and between all the ſaid Owners and Proprietors Parties thereto, that they, and each and every of them reſpectively, or their reſpective Heirs, Executors, Adminiſtrators, Succeſſors, or Aſſigns, ſhould and would pay their and each and every of their ſeveral and reſpective Proportion and Proportions, Part and Parts, Share and Shares, of the Charges, Allowances, and Expences above-mentioned, which ſhould be fixed, allowed, and aſcertained by the ſaid Commiſſioners or Agents, or any Two of them, to be by them the ſaid Owners and Proprietors, Parties thereto reſpectively, paid as aforeſaid, to ſuch Perſon or Perſons, and in ſuch Sums, Proportions, and Payments, and in Manner as the ſaid Commiſſioners or Agents, or any Two of them, ſhould, by Writing under their Hands and Seals, or under the Hands and Seals of any Two of them, direct, order, and appoint to receive the ſame; and that each and every of the ſaid Parties thereto ſhould and would ſtand to, obey, abide, and perform, the Award, Order, Determination, and Allotment, of the ſaid Commiſſioners or Agents, or any Two of them, touching and concerning any of the Matters and Things to them referred, as aforeſaid; and that in caſe, at any time after ſuch Award, Order, Determination, and Allotment, was made, any Suits or Controverſies ſhould happen to ariſe or be commenced or proſecuted againſt all or any of the Perſons to whom any Allotment or Allotments ſhould be made in the ſaid ſeveral open Fields, Paſture Grounds, Pieces or Parcels of Ground, by virtue or in purſuance of the ſaid Articles, his, her, or their Heirs, Executors, Adminiſtrators, Succeſſors, or Aſſigns, in order to the breaking, pulling down, or hindering, the ſaid Incloſures, or any Part thereof, or for the taking any Tythes in Kind, coming, growing, or ariſing, in or upon the ſaid ſeveral open Fields, Paſture Grounds, Pieces or Parcels of Ground, in *Ottringham* or *Ottringham Marſh* aforeſaid, or any of them, or any Part thereof, or the breaking the ſaid ſeveral Compoſitions or Tythe Rents, ſo to be paid as aforeſaid, in lieu of the ſaid Tythes, then, and in all ſuch Caſes, for the Defence, maintaining, and keeping up the ſaid Incloſures, Compoſitions, and Agreements aforeſaid, relating to the ſame, they the ſaid Owners and Proprietors, Parties to the ſaid Articles, and each and every of them, their and each and every of their Heirs, Executors, Adminiſtrators, Succeſſors, and Aſſigns, ſhould and would contribute and bear, in proportion to their reſpective Allotments in the ſaid ſeveral open Fields, Paſture Grounds, Pieces or Parcels of Ground, all the Charges and Expences, Coſts and Damages, that ſhould happen to be expended and ſuſtained in and about the ſame Suits and Controverſies (if any ſuch Suits ſhould happen to be) and making good the Damages to the Party grieved; the ſame to be raiſed and paid by an equal Tax or Rate upon their ſeveral and reſpective Lands and Tenements, ſo to be allotted to them ſeverally and reſpectively as aforeſaid, in the ſaid ſeveral open Fields, Paſture Grounds, Pieces or Parcels of Ground, or any of them, every ſuch Tax or Rate to be ſettled and determined by any Two or Three indifferent Perſons, to be from time to time choſen by the major Part of the Owners and Proprietors of and in the ſaid ſeveral open Fields, Paſture Grounds, Pieces or Parcels of Ground, who ſhould meet and aſſemble together, purſuant to Notice to be for that Purpoſe given by, or by the Appointment of, any Three of the ſaid Owners and Proprietors for the Time being, in the Pariſh Church of *Ottringham* aforeſaid on any *Sunday* immediately after Divine Service, provided that there was Six Days Space at leaſt between ſuch Notice and the Meeting to be thereby appointed; and that ſuch

Meeting

Meeting ſhould be at *Hedon*, in the ſaid County of *York*: And it was thereby laſtly mutually covenanted and agreed, by and between all the ſaid Owners and Proprietors, Parties to the ſaid Articles, that the ſaid Commiſſioners or Agents therein before named, or any Two of them, ſhould, in making the Allotment and Allotments to each Owner and Proprietor of and in the ſaid ſeveral open Fields, Paſture Grounds, Pieces or Parcels of Ground thereby agreed and intended to be divided, allotted, and incloſed, ſhould, for the equal and mutual Benefit, Advantage, and Convenience, of each Owner and Proprietor therein named, have full Power and Authority to lay all the Lands and Grounds of each Owner and Proprietor then reſpectively lying diſperſed in the ſaid ſeveral and reſpective open Fields, Paſture Grounds, Pieces or Parcels of Ground, thereby agreed and intended to be divided, incloſed, and allotted, as aforeſaid, all in One, or more, and in as few, intire Fall or Falls, Parcel or Parcels, Flat or Flats, as might be, as they the ſaid Commiſſioners or Agents, or any Two of them, ſhould in making their ſaid Award think moſt equal and convenient for the ſaid Parties; they the ſaid Commiſſioners or Agents in ſuch Allotments, ſo to be reſpectively made as aforeſaid, having, as before is mentioned and agreed, a due Regard as well to the Quantity, Quality, and Value, of each particular Perſon's Right, Share, and Intereſt, which he, ſhe, or they, then ſeverally and reſpectively enjoyed, as alſo to the Quantity, Quality, and Value, of the Lands, to him, her, or them, to be allotted and awarded as aforeſaid, as in and by the ſaid Articles, Relation being thereunto had, may appear:

And whereas the executing and effecting the ſaid Agreement would be for the mutual Benefit of all Perſons intereſted in the ſaid open Fields and Grounds, and be of publick Utility; **Yet** the ſame cannot be eſtabliſhed and rendered effectual, to anſwer the Intention of the Parties, without the Aid and Authority of an Act of Parliament;

May it therefore pleaſe Your MAJESTY,

That it may be **Enacted**; **And be it Enacted**, by the KING's moſt Excellent MAJESTY, by and with the Advice and Conſent of the Lords Spiritual and Temporal, and Commons, in this preſent Parliament aſſembled, and by the Authority of the ſame, That the ſaid Articles of Agreement herein before recited and ſet forth, and the ſeveral Covenants, Agreements, Clauſes, Matters, and Things, therein contained, ſhall be, and the ſame are hereby, ratified, eſtabliſhed, and confirmed, according to the Tenor and true Meaning thereof, as fully and effectually, to all Intents and Purpoſes, as if the ſame had been hereby expreſly enacted.

And it is hereby further Enacted, That the ſeveral Lands and Grounds, which, by virtue and in purſuance of the ſaid recited Articles, and this preſent Act, ſhall be aſſigned, ſet forth, and allotted, as and for the ſeveral Plots and Shares of the ſeveral Perſons intitled to the ſame, ſhall be in Recompence, Compenſation, and Satisfaction, as well for the Lands and Grounds now belonging to them reſpectively in the ſaid Common Fields ſo intended and agreed to be incloſed as aforeſaid, as alſo for all Cattle-gates, Common of Average, and other Common Right whatſoever, which they, or every of them, can or may have, claim, or be intitled to, of, into, or out of, the Common Fields, Lands, and Grounds, ſo agreed and intended to be incloſed: And after the Execution of the Award of the Commiſſioners, according to the Tenor and Purport of the ſaid Articles, all Common of Paſture, Common of Average, and all other common Rights whatſoever, in, over, and upon, the ſaid Grounds, Lands, and Premiſes, ſo intended and agreed to be incloſed as aforeſaid, or any Part thereof, ſhall ceaſe, determine, and be extinguiſhed.

And it is hereby further Enacted, That the ſaid yearly Payment or Compoſition Tythe-Rent of One hundred and Seventy-ſix Pounds, in and by the ſaid Articles

Articles agreed to be paid to the ſaid *Francis Boynton*, ſhall be, and is hereby enacted and declared to be, in lieu and Diſcharge of, and Satisfaction and Compenſation for, all and all manner of Tythes coming, growing, or renewing, as well for, out, or in reſpect of, any Lands or Grounds lying in *The Eaſt Field*, *The Weſt Field*, *The Intack*, *The Ings*, *The Hither Haw*, *The Far Haw*, and *The Carr*, afore-mentioned, as for, out, or in reſpect of, all and every, or any, of the ſaid old incloſed Lands of and belonging to the ſaid *Francis Boynton*, and the ſaid ſeveral other Parties to the ſaid Articles reſpectively, in *Ottringham* aforeſaid; and that the ſaid yearly Payment, or Compoſition Tythe-Rent, in and by the ſaid Articles agreed to be paid to the ſaid *Robert Bee*, and ſettled and aſcertained by the ſaid Commiſſioners as aforeſaid, ſhall be, and is hereby enacted and declared to be, in lieu and Diſcharge of, and Compenſation and Recompence for, all and all manner of Tythes coming, growing, or renewing, for, out, or in reſpect of, any Lands or Grounds lying in the ſaid *Clough Field*, *Dobſon Leys*, *Newlands*, *Saltah Field*, and *Little Field*, or all or any of the ſaid old incloſed Lands of the ſaid *Robert Bee*, and the ſaid ſeveral other Parties to the ſaid Articles reſpectively, in *Ottringham Marſh* aforeſaid; and that, immediately after the Execution of the ſaid Award of the Commiſſioners as aforeſaid, all Tythes now belonging to them the ſaid *Francis Boynton* and *Robert Bee* reſpectively, and ariſing, growing, due, or payable, for, out, or in reſpect of, Lands and Grounds lying and being in the ſaid Common Fields and Common Grounds ſo agreed and intended to be incloſed, or any of the old Incloſures in *Ottringham* and *Ottringham Marſh* reſpectively, ſhall ceaſe and be extinguiſhed.

Provided always, and be it Enacted, by the Authority aforeſaid, That nothing herein contained ſhall prejudice, defeat, or impeach, the Right, Title, or Intereſt, of the Curate of *Ottringham*, of, in, and to the Annuity or yearly Stipend of Seventeen Pounds, due and payable by the ſaid *Francis Boynton* and his Heirs, to the Curate of *Ottringham* for the Time being; but that the ſaid Annuity or yearly Stipend ſhall, at all Times hereafter, be paid by the ſaid *Francis Boynton* and his Heirs, to the ſaid Curate and his Succeſſors for ever: And that nothing herein contained ſhall prejudice, defeat, or impeach the Right, Title, or Intereſt of the ſaid Curate, or his Succeſſors, to any Surplice Fees ariſing within the Pariſh of *Ottringham* aforeſaid.

And be it further Enacted, by the Authority aforeſaid, That the Award and Determination of the ſaid Commiſſioners, or any Two of them, for the allotting and dividing the ſaid ſeveral open Fields, Paſture Grounds, Pieces or Parcels of Ground, and for directing and aſcertaining each Proprietor's Compoſition or Tythe Rent or Rents, and yearly Sums, to be paid to the ſaid *Francis Boynton* and *Robert Bee*, their Heirs and Aſſigns reſpectively, as by the ſaid recited Articles is agreed; and for the aſcertaining and ſetting forth all publick and private Ways, and directing and ordering all the Ditches, Cloughs, Drains, Sewers, Watercourſes, Fences, Gates, Bridges, Arches, and Stiles, to be made upon the ſaid Incloſures, and all other Matters and Things to them referred, ſhall be fairly written and ingroſſed on Parchment, and be ſigned and ſealed by the ſaid Commiſſioners, or any Two of them; and the ſaid Award and Determination ſo ſigned and ſealed, and alſo the ſaid recited Articles of Agreement, ſhall be inrolled in the publick Regiſter Office eſtabliſhed at *Beverley*, in the Eaſt Riding of the County of *York*, by an Act of Parliament, paſſed in the Sixth Year of the Reign of her late Majeſty Queen *Anne*, for the publick regiſtering all Deeds, Conveyances, Wills, and other Incumbrances, that ſhould be made, or that might affect any Honours, Manors, Lands, Tenements, or Hereditaments, within the Eaſt Riding of the County of *York*, or Town and County of the Town of *Kingſton upon Hull*; and the Regiſter of the ſaid Office, or his Deputy, for the Time being, is hereby required to inroll the ſaid Award and Determination, and the ſaid Articles of Agreement, in the proper Book for inrolling of Bargains and Sales of Lands; and a true Copy of the ſaid reſpective Inrollments, under the Hand of the ſaid Regiſter or his Deputy, ſhall be allowed as Evidence in all Courts of Law and Equity; and the

ſaid Regiſter, or his Deputy, ſhall be intitled to ſuch Fees for ſuch Inrollment and Copy thereof only, as are allowed to him by the ſaid Act for inrolling any Bargain and Sale and Copy thereof; and the Regiſter, or his Deputy, ſhall permit and ſuffer any Perſon or Perſons whomſoever, from time to time, and at all times within the Office Hours of Attendance, to peruſe or inſpect the Inrollment of the ſaid Award and Articles, at the ſaid publick Office, paying to the ſaid Regiſter, or his Deputy, for every ſuch Peruſal or Inſpection, One Shilling, and no more.

Provided alſo, and it is hereby further Enacted, by the Authority aforeſaid, That Executors in Truſt, Guardians, Huſbands, or Truſtees, of or for any Perſon or Perſons under Age, or otherwiſe incapable by Law to accept ſuch Allotments as ſhall be made by the ſaid Commiſſioners, or any Two of them, ſhall be and are hereby required and enabled to accept thereof, for and to the Uſe of ſuch Perſon or Perſons; and ſuch Acceptance ſhall be, and is hereby declared to be, as valid and effectual as if the ſaid Perſons had been of Age, or capable of acting for themſelves.

And be it further Enacted, by the Authority aforeſaid, That until the ſaid Commiſſioners, or any Two of them, ſhall make their Award as aforeſaid, all the Tillage Lands in the ſaid Fields, Pieces or Parcels of Ground, ſhall be kept, ordered, and continued in a due Courſe of Huſbandry, as the ſame are now uſed; and no Meadow or Paſture, or freſh Ground, in the ſame Fields, Pieces or Parcels of Ground, or any of them, or in any of the ſaid Paſtures, Pieces or Parcels of Ground, now uſed and ſtocked with Cattle as aforeſaid, ſhall be, before that Time, ploughed up or uſed in Tillage.

And be it further Enacted, by the Authority aforeſaid, That before any Meeting of the ſaid Commiſſioners, authorized by this Act to put the ſame in Execution, the ſaid Commiſſioners, or any Two of them, ſhall cauſe Notice thereof to be given, and publiſhed on ſome *Sunday* in the Pariſh Church of *Ottringham* aforeſaid, immediately after Divine Service there; where and when the ſaid Commiſſioners, or any Two of them, intend to meet, in order to put this Act in Execution as aforeſaid; and ſuch Notice ſhall be given Ten Days before ſuch Meeting: And when and after ſuch Commiſſioners, or any Two of them, ſhall have met, according to ſuch Notice, ſuch Commiſſioners, or any Two of them, ſo met, are hereby impowered and authorized to adjourn and continue ſuch Meetings by Adjournment, from time to time, for the due Execution of this Act, without any other Notice being given; but if any Meeting of the ſaid Commiſſioners ſhall be held, and ſuch Meeting ſhall not be continued by Adjournment, then ſuch Notice as aforeſaid ſhall be given, from time to time, as is herein before directed, before any other Meeting of the ſaid Commiſſioners ſhall be held, in order further to put this Act in Execution.

Provided always, That nothing in this Act contained ſhall extend, or be conſtrued to defeat, leſſen, or prejudice, the Right, Title and Intereſt, of the ſaid *Francis Boynton* and *Henry Maiſter*, their Heirs and Aſſigns, of, in, and to, the ſaid Seigniory and Royalties incident and belonging to the ſaid Manor or Manors of *Ottringham* and *Ottringham Marſh* aforeſaid, or of the ſaid *William Conſtable*, of, in, and to, the Seigniory of *Holderneſs* aforeſaid; but that they the ſaid *Francis Boynton*, *Henry Maiſter*, and *William Conſtable*, reſpectively, and the Lord or Lords of the ſaid Manor or Manors of *Ottringham* and *Ottringham Marſh* aforeſaid, and the Seigniory of *Holderneſs*, for the Time being, ſhall and may, from time to time, and at all Times for ever hereafter, hold and enjoy all Rents, Services, Courts, Perquiſites and Profits of Courts, Mines, Quarries, Goods and Chattels of Felons and Fugitives, Felons of themſelves, and put in Exigent, Deodands, Waiſs, Eſtrays, Forfeitures, and all other Royalties, Seigniories, Privileges, and Appurtenances, to the ſaid Manor or Manors of *Ottringham* and *Ottringham Marſh*, and Seigniory of *Holderneſs*, or any of them, or to the reſpective Lords thereof for the Time being incident

incident, appendant, belonging, or appertaining (other than and except ſuch Common Right as could or might be claimed by them reſpectively, as Lord or Lords of the ſaid Manor or Manors of *Ottringham* and *Ottringham Marſh*, or as Seigniory of *Holderneſs*, or otherwiſe, upon the Premiſes ſo intended and agreed to be incloſed as aforeſaid, in as full, ample, and beneficial Manner, to all Intents and Purpoſes, as they or any of them reſpectively could or might have held and enjoyed the ſame, in caſe this Act had not been made.

Provided alſo, That nothing herein contained ſhall extend, or be conſtrued, adjudged, deemed, or taken, to revoke, make void, alter, or annul, any Will or Wills, Settlement or Settlements, Leaſe or Leaſes, or to prejudice any Perſon having or claiming any Jointure, Dower, Portion, Debt, or Incumbrance, out of, upon, or affecting, the ſaid Grounds, Lands, and Premiſes, ſo intended to be incloſed and divided as aforeſaid, or any Part or Parcel thereof; but that the Lands and Grounds ſo to be aſſigned and allotted upon ſuch Incloſure and Diviſion to the ſeveral Proprietors reſpectively, ſhall, immediately after ſuch Allotments, be, remain, and enure, and be held and enjoyed, and the ſeveral Perſons to whom the ſame ſhall be aſſigned and allotted, ſhall from thenceforth ſtand and be ſeiſed thereof, to ſuch and the ſame Uſes, and to and for ſuch and the ſame Eſtates, and ſubject to ſuch and the ſame Wills, Leaſes, Limitations, Charges, Tenures, Rents, Services, and Incumbrances, as the Land, Ground, and Common Right, in reſpect whereof ſuch Allotments ſhall, by virtue of this Act, or the Articles hereby confirmed, be ſo made and aſſigned, ſhould and would have been ſubject and liable to, charged with, and affected by, in caſe the ſame had remained unincloſed; any thing herein contained to the contrary notwithſtanding.

Saving always to the KING's moſt Excellent MAJESTY, his Heirs, and Succeſſors, and to all and every other Perſon and Perſons, Bodies Politick and Corporate, his, her, and their Heirs, Succeſſors, Executors, and Adminiſtrators (Other than the Parties to the ſaid Articles, and all and every other Perſon and Perſons intitled to any Lands, Grounds, Common of Paſture, or other Common Right, in or upon the ſaid Fields, ſo agreed and directed to be divided and incloſed as aforeſaid, his, her, and their Heirs, Succeſſors, Executors, and Adminiſtrators reſpectively), All ſuch Eſtate, Right, and Title, and Intereſt, as they, every, or any of them, had and enjoyed, of, in, to, or out of, the ſame Commons and Waſtes before the paſſing this Act, or could or ought to have had and enjoyed in caſe this Act had not been made.

An ACT *for Confirming and Eſtabliſhing Articles of Agreement for Dividing and Incloſing certain Open and Common Fields in* Ottringham *and* Ottringham Marſh, *in the Lordſhip and Pariſh of* Ottringham, *in* Holderneſs, *in the County of* York.

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AN

ACT

For confirming and eſtabliſhing Articles of Agreement for dividing and incloſing the open Common Fields, Common Meadow, Commons and Waſte Grounds, in the Townſhips of Brompton *and* Sawden, *in the Pariſh of* Brompton, *in the* North Riding *of the County of* York.

WHEREAS by Articles of Agreement bearing Date the Twenty-fourth Day of *October*, One Thouſand Seven Hundred and Fifty-ſeven, and made or mentioned to be made between *John Hill*, of *Thornton*, in the County of *York*, Eſquire, of the firſt Part; Sir *George Cayley*, of *Brompton*, in the ſaid County of *York*, Baronet, and *Elizabeth Langley*, of *Wykeham Abbey*, in the ſaid County, Widow, (Mother and Guardian of *Boynton Langley*, Eſquire, an Infant) of the ſecond Part; *James Nelſon*, of *Sherburn*, in the County of *York*, Clerk, of the third Part; *John Cayley*, of *Brompton*, aforeſaid, Clerk, *Richard Caſs*, of *Sawden*, in the Pariſh of *Brompton*, and County of *York*, Gentleman, and the ſeveral other Perſons whoſe Names and Seals are thereunto ſubſcribed and ſet, of the fourth Part; after reciting, or ſetting forth, that there were Eight large open Common Fields, called or known by the ſeveral Names of *Eaſtanby*, the *Low Eaſt Field*, the *Low Weſt Field*, *Brackenholme*, the *High Eaſt Field*, *Row Hows*, the *High Middle Field*, and the *High Weſt Field*, and alſo a certain Common Meadow, called the *Ings*, and alſo ſeveral Commons or Waſte Grounds, called *Brompton Carr*, the *Pitts*, the *Broats Sawden Dale*, the *Moor*, and *Troutſdale*, otherwiſe *Troutſdale Brow*, Preamble.

 and

and other Waſte Grounds, the Names of which are not well known in the Townſhips of *Brompton* and *Sawden*, in the Pariſh of *Brompton*, in the *North Riding* of the County of *York*, and which ſaid Townſhips are ſituate, and being within and Parcel of the Honor and Manor of *Pickering*, in the ſaid County, or one of them, and that the Owners and Proprietors of Lands and Grounds lying in the ſaid Common Fields and Common Meadow, had for Time immemorial, had, and enjoyed a Right of Common in the ſaid Fields and Meadow, for their Cattle, Levant and Couchant, upon their ſeveral Meſſuages, Cottages and Frontſteads, lying within the ſaid Townſhips of *Brompton* and *Sawden*, reſpectively; and that the ſaid *John Hill*, was by Virtue of a Leaſe from the Crown, under the Seal of the Duchy of *Lancaſter*, poſſeſſed of, and intitled to the Caſtle, Honor and Manor of *Pickering*, in the ſaid County of *York*, Parcel of the Poſſeſſions of the ancient Dutchy of *Lancaſter*, and of all Waifs and Eſtrays, Goods and Chattels of Felons and Fugitives, Deodands, Courts, Perquiſites and Profits of Courts, Views of Frank Pledge, Royalties, Franchiſes, Priviledges, Pre-eminencies and Appurtenances to the ſame belonging or appertaining, and alſo to divers Meſſuages, Cottages, Frontſteads, Lands and Tenements, ſituate, lying and being in the Townſhip of *Brompton* aforeſaid, within the ſaid Honor and Manor of *Pickering*, and being Parcel of the Poſſeſſions of the ſaid Dutchy of *Lancaſter*; and that the ſaid *John Hill*, as Leſſee of the ſaid Honor of *Pickering*, was chief Lord, or Lord Paramount of the Manor of *Brompton* aforeſaid; and that the ſaid Sir *George Cayley* and *Boynton Langley* were ſeiſed or intitled for ſome Eſtates of Freehold of Inheritance of, in and to a certain Manor or Lordſhip within the Pariſh of *Brompton* aforeſaid, called or known by the Name of the Manor of *Brompton*, which is comprized within and held of the ſaid Honor and Manor of *Pickering*, or one of them, and were likewiſe ſeized of and intitled to divers Meſſuages, Cottages, Frontſteads, Lands and Tenements, ſituate, lying and being in the ſaid Townſhips of *Brompton* and *Sawden* aforeſaid. And that the ſaid Sir *George Cayley* was ſeiſed of or intitled to the Rectory Impropriate of *Brompton* aforeſaid, and of the Advowſon of the Vicarage or Curacy of the ſaid Pariſh Church of *Brompton*, and all Tithes, Oblations, Obventions, Offerings and Mortuaries, ariſing or renewing within the ſaid Townſhips of *Brompton* and *Sawden*, or either of them, (except the Tithes of the ſaid Meadow Ground, called the *Ings*, and of another Meadow Ground, called *Dolman Ings*, which are therein mentioned to be held Tithe Free.) And that the ſaid *James Nelſon*, as Stipendiary Vicar of the Pariſh Church of *Brompton* aforeſaid, was ſeiſed in Right of the ſaid Church of a Cottage in *Brompton* aforeſaid, and in reſpect thereof was intitled to Right of Common in the ſaid Commons and Waſte Grounds; and that the ſaid *John Cayley* and *Richard Caſs*, and the ſeveral other Perſons whoſe Names and Seals are thereunto ſubſcribed and ſet, were reſpectively Owners and Proprietors of divers Meſſuages Cottages, Frontſteads, Lands, Tenements and Hereditaments ſituate and being in the ſaid Townſhips of *Brompton* and *Sawden*, or one of them; and that great Part of the Lands and Grounds of the ſaid ſeveral Proprietors and Land Owners, lay intermixt and diſperſed in ſmall Parcels over the ſaid Fields and Meadow Ground, and were moſt of them ſituated incommodiouſly for the ſaid Owners and Proprietors, and although they are in their preſent Condition and Circumſtance of little Value, yet were capable of great Improvement. **Therefore** the ſaid Parties to the ſaid Articles for the better improving their ſeveral and reſpective Eſtates and Intereſts, in the ſaid

Townſhips

Townſhips of *Brompton* and *Sawden*, did mutually agree, that the ſaid Common Fields, Common Meadow, Commons and Waſte Grounds, lying and being in the ſaid Townſhips and therein before mentioned or deſcribed, ſhould be incloſed ſevered and divided, and ſhould be ſet out, divided, allotted and appointed by certain Commiſſioners therein named, unto and amongſt the ſeveral Owners and Proprietors of Lands within the ſaid Townſhips and Perſons intitled to Right of Common therein, in ſuch Shares and Proportions and Manner as is therein mentioned. And that an Act of Parliament, Decree in Chancery, or ſome other legal Method as Councel ſhould adviſe, ſhould be had for the better eſtabliſhing and confirming the ſaid Articles for the ſaid intended Diviſion and Incloſure, and the Agreements therein contained concerning the ſame, in ſuch Manner and Subject to ſuch Directions and Regulations as are therein mentioned, ſtipulated and agreed upon, and as in and by this Act are provided, eſtabliſhed, directed and appointed. But although ſuch Diviſion and Incloſure ſo agreed upon by the ſaid Articles, would be a manifeſt Advantage to the ſeveral Perſons intereſted in the Premiſes, and tend to the Improvement of their reſpective Eſtates and Properties in the ſaid Townſhips of *Brompton* and *Sawden*; yet the ſame cannot be rendered effectual to anſwer the Intention of the Parties, without the Aid and Authority of Parliament.

May it therefore pleaſe Your MAJESTY,

Open Town Fields and Commons to be divided by Commiſſioners.

That it may be Enacted, and be it Enacted, by the KING's Moſt Excellent MAJESTY, by and with the Advice and Conſent of the Lords Spiritual and Temporal, and Commons in this preſent Parliament aſſembled, and by the Authority of the ſame, That all thoſe the ſaid Eight large open Common Fields, called *Eaſtanby*, the *Low Eaſt Field*, the *Low Weſt Field*, *Brackenholm*, the *High Eaſt Field*, *Row Hows*, the *High Middle Field* and the *High Weſt Field*, and alſo the ſaid Common Meadow, called the *Ings*, and alſo the ſeveral Commons or Waſte Grounds, called *Brompton Carr*, the *Pitts*, the *Broats Sawden Dale*, the *Moor*, and *Troutſdale* otherwiſe *Troutſdale Brow*, and all other Waſte Grounds in the Townſhips of *Brompton* and *Sawden*, in the Pariſh of *Brompton* aforeſaid, ſhall be divided, ſet out and allotted by *Thomas Robinſon* of *Welburn* in the County of *York*, Eſquire, *Timothy Foord* of *Weſt Heſlerton*, in the ſame County, Eſquire, *Samuel Milbourn* of *Kirkby Grindolph*, in the ſame County, Gentleman, *Richard Storr* of *Hutton Buſhell*, in the ſame County, Gentleman, and *Thomas Mitchell* of the City of *York*, Gentleman, Commiſſioners hereby nominated and appointed in that Behalf, and their Succeſſors or any Four of them, in Manner and with under and ſubject to the Rules, Orders, Proviſions and Directions in and by the ſaid Articles agreed upon, and in and by this Act ordered, directed, appointed, eſtabliſhed and preſcribed and for that Purpoſe. **It is hereby further Enacted**, That for the more juſt and regular Diviſion and Diſtribution of the Lands and Grounds ſo to be incloſed, as aforeſaid, and for the better aſcertaining the ſame; it ſhall and may be lawful to and for the ſaid Commiſſioners and their Succeſſors, or any Four of them, by Writing under their Hands, to appoint One or more Perſon or Perſons to make a Survey and Admeaſurement of the ſaid Common Fields, Meadow Ground, Commons and Waſte Grounds reſpectively ſo intended to be incloſed, and that ſuch Survey and Admeaſurement ſhall be reduced into Writing, and ſhall expreſs, ſpecify and

And in order thereto a Survey to be made.

and denote the Numbers of Acres, Roods and Perches in Statute Meaſure, belonging to each of the ſeveral Freeholders and Land Owners within the ſaid Common Fields and Common Meadow, reſpectively, which Survey ſhall be laid before the ſaid Commiſſioners, or any Four of them, at ſome of their Meetings on or before the Eleventh Day of *November*, One Thouſand Seven Hundred and Fifty-eight, and that the ſaid Commiſſioners, or their Succeſſors, or any Four of them, ſhall and may within Eighteen Calendar Months after the ſaid Survey ſhall be made and laid before them as aforeſaid, aſſign, ſet out, allot and appoint the ſaid Lands and Grounds, lying and being in the ſaid Common Fields and Common Meadow, unto and amongſt the ſeveral Owners of Lands and Grounds in the ſaid Common Fields and Common Meadow, in Proportion to, and in lieu of, and as a Compenſation for the Lands and Grounds and Common Right therein belonging to the ſaid Owners, reſpectively, and ſhall ſet out and allot One full Thirtieth Part of the ſaid Commons or Waſte Grounds in Quantity and Quality to His Majeſty, as Chief Lord, or Lord Paramount of the ſaid Manor of *Brompton*, and to his Heirs and Succeſſors, in Right of his Dutchy of *Lancaſter*, and ſhall and will ſet out and allot all the Reſidue and Remainder of the ſaid Commons or Waſte Lands, unto His Majeſty and his Succeſſors, in his Right aforeſaid, and unto and amongſt all the ſeveral other Owners and Proprietors of Meſſuages, Cottages and Frontſteads, ſituate and being in *Brompton* and *Sawden*, having Right of Common in the ſaid Commons or Waſte Lands, in Proportion to their Number of Meſſuages, Cottages and Frontſteads, reſpectively, having due Regard as well to the Quantity as to the Quality of the Lands and Grounds, to be allotted to the ſeveral Freeholders and Land Owners, and to the Situation of the ſame, with regard to the Houſes or Homeſteads of the ſeveral Perſons intitled to the ſame, reſpectively, except that the Right of Common belonging to his Majeſty, in the ſaid Commons and Waſte Lands, ſhall be conſidered as being in reſpect, of at leaſt Four Common Right Meſſuages or Cottages, in *Brompton*, and alſo except that the Right of his ſaid Majeſty in the ſaid Open Fields and Common Meadow, ſhall be conſidered as being at leaſt Seven Oxgangs of Land lying, diſperſed in the ſaid open Fields, within the ſaid Manor of *Brompton*, and at the leaſt, Fourteen Days Mowing in the ſaid Common Meadow, and which Seven Oxgangs of Land and Fourteen Days Mowing, ſhall be conſidered in Quantity, as being at leaſt, One Hundred and Thirty-five Acres and Twenty Perches.

One full thirtieth Part of the Commons to the Lord Paramount, and the Reſidue among the ſaid Lord, and all other Perſons having Right thereon.

And it is hereby further Enacted by the Authority aforeſaid, That the Shares and Allotments of the ſaid open common Fields, common Meadow, Commons and Waſte Grounds in the Townſhips of *Brompton* and *Sawden* aforeſaid, to be ſet out to his ſaid Majeſty, his Heirs and Succeſſors, in Purſuance of this Act, as well in reſpect of his ſaid Majeſty, or the ſaid *John Hill* as Leſſee as aforeſaid, being Lord Paramount, as in reſpect of the ſaid four Common Right Meſſuages or Cottages, ſeven Oxgangs of Land, and fourteen Days Mowing in the ſaid common Meadow (and which ſaid Premiſes are now in the Tenure or Occupation of the ſaid *John Hill*, as Leſſee as aforeſaid) ſhall be held and enjoyed by the ſaid *John Hill*, his Executors, Adminiſtrators or Aſſigns, or ſuch Perſon or Perſons as for the Time being ſhall be intitled thereto as Part of the Poſſeſſions of his ſaid Majeſty's Dutchy of *Lancaſter*, in the ſame Manner as he the ſaid *John Hill*, as Leſſee, as aforeſaid now holds and enjoys the ſaid Meſſuages, Lands and Tenements in reſpect of which ſuch Allotments ſhall be made; and as an Equivalent for

The Leſſee of the Crown to hold the Allotments in the ſame Manner as the Lands, in reſpect of which ſuch Allotments ſhall be made.

for the ſame; but ſubject nevertheleſs to the ſame Rents, Covenants, Proviſoes, Conditions and Agreements as are mentioned and expreſſed in the ſaid Leaſe, as the ſaid four common Right Meſſuages or Cottages, ſeven Oxgans of Land, and the ſaid fourteen Days Mowing in the ſaid common Meadow were ſubject and liable unto at and immediately before the paſſing of this preſent Act.

The Tithes ariſing in *Brompton* and *Sawden*, except as to certain old Incloſures, to be eſtimated at the yearly Rent of 180*l.*

And it is hereby further Enacted, That all the Tithes, as well great as ſmall, Oblations, Obventions, Offerings and Mortuaries whatſoever, coming, growing, ariſing or renewing, for or in reſpect of any Tenements, Lands, Grounds, or other Tithable Matters and Things, as well of, or belonging to the ſaid Sir *George Cayley*, as, of, or belonging to any other Perſon or Perſons, within the ſaid Townſhips of *Brompton* and *Sawden* aforeſaid, (other, than and except certain old Incloſures there, belonging to the ſaid *John Cayley*, and adjoining on a Lane, called *Barnard-Lane*, on the Eaſt, and on *Snainton Field*, on the Weſt, and alſo a Cloſe, called the *Weſt Cloſe*, belonging to *William Coſſins*, and adjoining on *Snainton Field*, on the Weſt, on another Cloſe of the ſaid *William Coſſins* on the Eaſt, on the *King's-Street*, on the North, and on the Cloſes of the ſaid *John Cayley*, on the South, which are to be and continue ſubject to Tithes, in kind, and other than and except certain Incloſures, belonging to the ſaid Sir *George Cayley*, called *Brompton Dale*, the Two *Coney Garths*, the Two *Crofts*, the Five *Eaſtanby Cloſes*, the *Acres*, the *New Cloſe*, the *Eaſtriſe Cloſe*, the *Paſture* (except ſuch Parts thereof as were lately *Garths*) the Six *Malpas Cloſes*, and all the Incloſures in *Troutſdale*) ſhall be eſtimated or computed at the yearly Value, or Sum of One Hundred and Eighty Pounds, and that the ſaid Commiſſioners, and their Succeſſors, or any Four of them, ſhall firſt rate or compute, what yearly Rent or Compoſition, ought to be rated or charged upon the *Garths*, *Crofts*, and other Lands and Grounds of and belonging to the ſaid Sir *George Cayley*, in *Brompton* and *Sawden* aforeſaid (other, than and except as aforeſaid) towards raiſing or making up the ſaid yearly Sum of One Hundred and Eighty Pounds, and afterwards ſhall aſcertain what yearly Sums or annual Payments, ought to be paid and contributed by the other Owners of Lands and Grounds, in the ſaid Townſhips, reſpectively, unto the ſaid Sir *George Cayley*, the Impropriator of *Brompton* aforeſaid, towards making up the ſaid yearly Rent or Sum of One Hundred and Eighty Pounds, and that ſuch yearly Sums ſo to be aſcertained and appointed, to be paid by the ſaid other Owners and Proprietors of Lands and Grounds, reſpectively, towards making up the ſaid yearly Rent or Sum of One Hundred and Eighty Pounds, in ſuch Shares and Proportions as aforeſaid, ſhall be iſſuing and payable, as well out of the ſeveral Lands and Grounds, which upon the ſaid Diviſion and Incloſure, ſhall be allotted to each ſuch Owner and Proprietor, as out of his, her, or their Garths, Crofts and other Incloſures, in *Brompton* and *Sawden* (except the old Incloſures of the ſaid Sir *George Cayley*, *John Cayley* and *William Coſſins*, and the Incloſures in *Troutſdale* aforeſaid.)

Commiſſioners to compute what yearly Sum Sir *George Cayley*, the Impropriator and other Owners of Lands, are to contribute towards ſuch Rent.

After the Award made, the Compoſition Rents to veſt in Sir *George Cayley*, his Heirs and Aſſigns, and be paid half yearly.

And it is hereby further Enacted, That ſuch annual Rent or yearly Sum of One Hundred and Eighty Pounds, ſo to be aſcertained and appointed to be paid to the ſaid Sir *George Cayley*, his Heirs and Aſſigns, in Lieu of, and in Compenſation for the ſaid Tithes as aforeſaid, ſhall (after the Diviſion and Allotments ſhall be made, and ſuch Inſtrument or Award ſigned and ſealed as is herein after mentioned) be veſted in the ſaid Sir *George Cayley*, his Heirs and Aſſigns for ever, and ſhall be paid and contributed by the Owners and Proprietors of the ſaid Lands and Grounds (except as aforeſaid) for the Time being for ever in ſuch yearly Sums, Shares

and Proportions as the ſaid Commiſſioners and their Succeſſors or any Four or more of them ſhall think juſt and reaſonable as aforeſaid, and ſhall order, direct and appoint the ſaid yearly Sums, Shares and Proportions ſo to be contributed towards making up and conſtituting the ſaid groſs yearly Sum or annual Rent of One Hundred and Eighty Pounds, to be paid on the Feaſts of the Annunciation of the Bleſſed Virgin *Mary* and Saint *Michael* the Arch-angel, in every Year by equal Portions, the firſt Payment thereof to begin and be made on ſuch of the ſaid Feaſts as ſhall firſt happen after the Execution of the ſaid Award or Inſtrument; and that if any of the ſaid yearly Rents or Sums ſo to be paid and contributed towards making up the ſaid groſs yearly Sum of One Hundred and Eighty Pounds, ſhall be behind and unpaid for Forty Days next after any of the ſaid Feaſts or Days of Payment ſo mentioned or appointed for Payment thereof, then and in ſuch Caſe from Time to Time, as often as it ſhall ſo happen, it ſhall and may be lawful to and for the ſaid Sir *George Cayley*, his Heirs and Aſſigns into and upon the particular Lands, Grounds and Tenements charged with the ſaid yearly Rent or Sum ſo behind and unpaid reſpectively, or any Part thereof to enter and diſtrain and to take, carry away, or otherwiſe legally diſpoſe of the Diſtreſs and Diſtreſſes ſo taken; and alſo to take and receive the Rents, Iſſues and Profits of the ſame Premiſes to his and their own Uſe and Benefit, until thereby or therewith, or otherwiſe all Arrears of the ſaid yearly Sums reſpectively due at the Time of ſuch Entry and Diſtreſs, and that during ſuch Poſſeſſion ſhall grow due; and all Coſts, Charges and Expences attending ſuch Entry, Diſtreſs and Perception of Rents and Profits, and all Loſſes and Damages to be ſuſtained by the ſaid Sir *George Cayley*, his Heirs or Aſſigns, by reaſon of the Non-payment of the ſaid yearly Sums reſpectively ſhall be fully ſatisfied and paid.

Power to diſtrain on Non-payment, within 40 Days after due.

Provided always, and be it further Enacted, That in Caſe any Tenant within the ſaid Townſhips, or either of them ſhall quit or leave his or her Farms in the ſaid Townſhips, or either of them at *Lady-Day* or *May-Day*, One Thouſand Seven Hundred and Sixty, and ſhall according to the Cuſtom of the Country or Place have or be intitled to a Summer Crop following him or her, then and in ſuch Caſe as no Diſtreſs can be made of ſuch off going Tenant or Tenants for the Tithe Rents to be due at the next ſucceeding Rent Day, by reaſon the Crop will be reaped and carried off before ſuch ſucceeding Rent Day. Then, and in every ſuch Caſe the reſpective Landlord or Landlords of every ſuch Tenant ſhall take Tithes in Kind of ſuch Crop or Crops (unleſs ſuch Tenant or Tenants ſhall otherwiſe agree for ſuch Tithes with his, her or their Landlord or Landlords) and ſuch Landlord or Landlords ſhall pay that half Year's Tithe Rent for the Ground on which ſuch Crop or Crops ſhall grow.

If any Tenant ſhall leave his Farm at *Lady-day* or *May-day*, 1760, and be intitled to a following Crop, the Landlord of ſuch Tenant to take Tithes in kind thereof, and pay the Tithe Rent.

And it is hereby further Enacted and Declared, That the ſeveral annual Rents or yearly Sums ſo to be aſcertained and appointed, and veſted in the ſaid Sir *George Cayley*, his Heirs and Aſſigns, as aforeſaid ſhall be accepted as or in the Nature of Compoſition Tithe Rents, and ſhall be in Lieu full Satisfaction and Diſcharge of all, and all Manner of Tithes, Oblations, Obventions, Offerings and Mortuaries whatſoever yearly coming, growing, ariſing and renewing, or payable within the ſaid Townſhips, or either of them (other than and except in the old Incloſures belonging to the ſaid Sir *George Cayley*, *John Cayley* and *William Coſſins*, and the Incloſures in *Troutſdale* aforeſaid) and that from and after the ſaid Incloſure and Diviſion, and the Execution of ſuch Award or Inſtrument as aforeſaid, all and all manner of Tithes, Oblations, Obventions, Offerings and Mortuaries whatſoever

The ſaid annual Rents to be accepted as Compoſition Tithe Rents, and to be in full of all Tithes.

ever yearly ariſing and renewing or payable within the ſaid Townſhips of *Brompton* and *Sawden* (other than and except with regard to the ſaid old Incloſures as aforeſaid) ſhall ceaſe and be extinguiſhed.

Provided always, That in all future Rates and Levies to be made in the ſaid Townſhips of *Brompton* and *Sawden* the ſaid yearly Sum or Compoſition Rent agreed to be paid for the ſaid Tithes as aforeſaid, and hereby veſted in the ſaid Sir *George Cayley* as aforeſaid, ſhall be aſſeſſed to all ſuch Rates, Taxes and Aſſeſſments in the ſame Proportion, and after the ſame Rate as the Lands and Tenements of the other Landholders in the ſaid Townſhips, and not to the full of ſuch Compoſition Rent, unleſs the other Landholders are aſſeſſed to the full yearly Value of their Lands, but always in a juſt Proportion with them. The Compoſition Rent to be aſſeſſed to Town Levies.

Provided alſo, That nothing in this Act contained ſhall prejudice, impeach or defeat the Right or Title of the ſaid *James Nelſon*, the preſent Vicar, or any ſucceeding Vicar of the Pariſh Church of *Brompton* aforeſaid, to any Surplice Fees happening, ariſing or renewing within the ſaid Townſhips of *Brompton* or *Sawden*. Not to prejudice the Vicar as to Surplice Fees.

And it is hereby further Enacted, That the ſaid Commiſſioners and their Succeſſors, or any Four of them ſhall and may order and award any Exchanges to be made of any Meſſuages, Cottages, Lands, Fronſteads, Garths and Crofts within either of the ſaid Townſhips either for other Meſſuages, Cottages, Garths or Crofts within either of the ſaid Townſhips, or for Lands in the ſaid Fields or Commons between and amongſt any of the Parties intereſted therein, who ſhall by Writing under their Hands ſignify their Conſent thereto, and deſire the ſame. Commiſſioners by Conſent of Parties to award Exchanges of Houſes, &c.

And it is hereby further Enacted, That the ſaid Sir *George Cayley* his Heirs and Aſſigns, ſhall and may from and after the Fifth Day of *April*, One Thouſand Seven Hundred and Sixty, hold and enjoy a Meſſuage, Tenement or Cottage with the Appurtenances in *Brompton* aforeſaid, now in the Tenure or Occupation of *George Thompſon*, and belonging to his Majeſty in Right of his ſaid Dutchy of *Lancaſter*, and to the ſaid *John Hill*, as Leſſee of his Majeſty, in Exchange for a Meſſuage, Tenement or Cottage, with the Appurtenances in *Sawden* aforeſaid, now in the Tenure or Occupation of *Robert Coultas*, and belonging to the ſaid Sir *George Cayley*. And that his ſaid Majeſty, his Heirs and Succeſſors, or his or their Leſſee or Leſſees for the Time being, ſhall and may from and after the ſaid Fifth Day of *April*, One Thouſand Seven Hundred and Sixty, hold and enjoy the ſaid Meſſuage, Tenement or Cottage with the Appurtenances in *Sawden*, in the Tenure or Occupation of the ſaid *Robert Coultas*, in Exchange for the ſaid Meſſuage, Tenement or Cottage with the Appurtenances, in the Tenure or Occupation of the ſaid *George Thompſon*, and as Part of the Poſſeſſions of the ſaid Dutchy of *Lancaſter*, in the ſame manner as his Majeſty and the ſaid *John Hill*, as his Leſſee were immediately before the paſſing of this Act, ſeiſed and poſſeſſed of, or intitled to the ſaid Meſſuage, Tenement, or Cottage with the Appurtenancesin the Tenure or Occupation of the ſaid *George Thompſon*. Sir *George Cayley* to hold a Meſſuage in *Brompton* in Exchange for a Meſſuage in *Sawden* with *John Hill*, as Leſſee of the Crown.

Provided always, That nothing in this Act contained ſhall authoriſe or impower the ſaid Commiſſioners, or their Succeſſors, or any of them to give any undue Preference to any of the Parties intereſted or concerned in the ſaid Diviſion and Incloſure; but that the ſaid Commiſſioners, or their Succeſſors in making ſuch Allotments, and ordering ſuch Exchanges as aforeſaid, ſhall have a due and equal Regard as well to the Quality as the Quantity of the Lands, Tenements and Grounds ſo to be allotted and exchanged as aforeſaid. Commiſſioners not to give any undue Preference to the Parties.

And

The Allotments and Exchanges to be binding and concluſive to the Parties.

And it is hereby further Enacted, That ſuch Allotments and Exchanges as ſhall be made by the ſaid Commiſſioners or their Succeſſors, or any Four of them in Purſuance of this Act ſhall be binding and concluſive to all and every the Owners and Proprietors of Lands and Tenements within the ſaid Townſhips of *Brompton* and *Sawden*, and all claiming under them reſpectively, and that each and every of the ſaid Owners and Proprietors ſhall and may hold his, her, and their Parts ſhare, Proportion and Allotment, and all and every or any Meſſuages, Cottages, Garths or Crofts which ſhall be awarded in Exchange as aforeſaid in ſeveralty freed and diſcharged from all Claim or Right of Common, and to, for and upon the ſame Uſes, Truſts, Eſtates, Intents and Purpoſes as he, ſhe or they reſpectively had in the Lands or common Right in Reſpect and Place and Stead whereof ſuch Allotment ſhall be made, but ſubject nevertheleſs and chargeable with ſuch yearly Sums of Money as by the ſaid Commiſſioners or their Succeſſors, or any Four of them ſhall be aſſertained and appointed towards making up ſuch annual Compoſition Rent to be paid to the ſaid Sir *George Cayley*, his Heirs and Aſſigns in Lieu of Tithes as aforeſaid.

Commiſſioners to allot *John Cayley*'s Share of the Commons adjoining to his Houſe.

And to ſet out Roads, Ways and Watercourſes.

And it is hereby further Enacted, That the ſaid Commiſſioners or their Succeſſors, or any Four of them, ſhall and may, and they are hereby authorized and impowered, to award and allot unto the ſaid *John Cayley*, his Share and Proportion of the ſaid Commons, before and adjoining to his Orchard and Garden Walls, and the out Buildings belonging to the Meſſuage Houſe or Tenement wherein he dwells. And alſo to ſet out and appoint ſuch publick and private Ways, Roads, Ditches, Fences, Drains, Banks, Bridges, Gates and Stiles, in over and upon the Lands and Grounds ſo appointed to be divided and incloſed as aforeſaid, as they in their Diſcretion ſhall think requiſite and expedient, ſo as all ſuch publick Highways and Roads be of the Breadth of Forty Feet at the leaſt between and excluſive of the Ditches, and that it ſhall not be lawful for any Perſon to have or uſe any Highway or Road in, over and upon the ſaid Lands and Grounds ſo to be incloſed, or any Part thereof, other than ſuch as ſhall be ſo ſet out and appointed as aforeſaid, and alſo ſhall Award and Order in what Manner, by whom, and in what Time, all ſuch Roads and Ways, Ditches, Fences, Drains, Banks, Bridges, Gates and Stiles ſhall be made, and thereafter repaired, cleanſed and amended, except only as to the making and repairing the ſaid publick and common Highways, which are to be done by the ſaid Townſhips, reſpectively, as they uſually have been; and alſo ſhall and may divide and divert at ſeaſonable Times in the Year, the Courſe of any of the Springs or Streams of Water within any Part of the ſaid Fields, Commons or Waſtes, for the conveying of Water to any of the Allotments to be made therein, and aſcertain and award how much ſhall be paid to each Tenant or Occupier, for Damages done by any other Perſons cutting Ditches on his Wheat, Rye or Barley Lands, and for ſtanding of Wheat, Rye or Barley by one Owner to another; and ſhall alſo appoint one or more proper and convenient Place or Places within the ſaid Townſhips, to be uſed in Common for Waſhing of Sheep, to be kept within the ſaid Townſhips, or either of them: And that the ſaid Commiſſioners and their Succeſſors, or any Four of them, if they ſhall think fit, ſhall and may leave open and unincloſed ſuch Part or Parts of the ſaid Fields, Waſtes and Commons, or any of them, for Watering Places and for the getting of Stones, Gravel and Sand for the Repairing the Highways in the ſaid Townſhips, ſo as the ſame do not exceed in the Whole Six Acres, and ſet forth, order and do all

and

and every other Matter and Thing neceſſary for the perfecting and compleating the ſaid intended Diviſion and Incloſure, as to them ſhall ſeem requiſite and expedient, and according to the true Intent and Meaning of this Act.

Commiſſioners to make their Award.

And it is hereby further Enacted, by the Authority aforeſaid, That immediately after the ſaid Commiſſioners and their Succeſſors, or any Four of them, ſhall have compleated and finiſhed the Diviſion, Partition and Allotments of the ſaid Common Fields, Meadow and Commons, or Waſte Grounds, purſuant to the Directions of this Act, they ſhall form and draw up an Award or Inſtrument thereof in Writing, which ſhall expreſs and contain the Quantity (in Statute Meaſure) of Acres, Roods and Perches, contained in the ſaid Common Fields, Meadow and Commons, or Waſte Grounds, ſo intended to be incloſed, and the Quantity in like Meaſure of each and every Parcel thereof, aſſigned and allotted to each of the Parties intitled to and intereſted in the ſame, reſpectively, and the exact Deſcriptions of the Situation and Boundaries of the ſaid Parcels and Allotments, reſpectively, with Orders and Directions for the Hedging, Ditching and Fencing the ſame, and keeping and maintaining ſuch Hedges, Ditches and Fences in Repair, and for making and laying out proper Roads, Ways and Paſſages in and through the ſame Premiſes, and ſhall alſo ſpecify and aſcertain the ſeveral annual Payments or yearly Rents, to be paid to the ſaid Sir *George Cayley*, his Heirs or Aſſigns, by the ſeveral Owners and Proprietors of the Common Fields, Meadow and Commons or Waſte Grounds, ſo intended to be incloſed as aforeſaid, towards making up the ſaid yearly Sum or annual Payment of One Hundred and Eighty Pounds, by Way of Compoſition Rent as aforeſaid, and the ſaid Award or Inſtrument ſhall alſo contain ſuch other Orders, Regulations and Determinations as ſhall be proper and neceſſary to be inſerted therein, conformable to the Purport and Tenor of this Act, and which ſaid Award or Inſtrument ſhall be fairly ingroſſed upon Parchment, and ſigned by the ſaid Commiſſioners or their Succeſſors, or any Four of them, on or before the Twenty-fifth Day of *March*, One Thouſand Seven Hundred and Sixty, and ſhall be inrolled in the Publick Regiſter Office at *Northallerton*, eſtabliſhed by Act of Parliament for Regiſtering Deeds, Conveyances and Wills and other Incumbrances, affecting Lands and Hereditaments in the *North Riding* of the County of *York*, to the End Recourſe may be had to the ſame, by any Perſon or Perſons intereſted in the ſaid Incloſure, and a true Copy of ſuch Inrolment, ſigned by the ſaid Regiſter or his Deputy, ſhall from Time to Time be admitted and allowed in all Courts whatſoever as legal Evidence of the ſame, and which Copy the Regiſter for the Time being, or his Deputy, is hereby required to make and deliver to any Perſon or Perſons requeſting the ſame, he or they paying for ſuch Copy after the Rate of Two Pence *per* Sheet, accounting Seventy-two Words to each Sheet.

To be inrolled in the Publick Regiſter Office at *Northallerton*, and a Copy to be Evidence.

After the Award all Common Right to ceaſe.

And it is hereby Enacted, by the Authority aforeſaid, That immediately after finiſhing the ſaid Diviſion and Allotments, and the Execution of the ſaid Inſtrument or Award as aforeſaid, all Common of Paſture and other Common Right whatſoever, belonging to or claimed by all and every or any of the Owners of Lands, in the ſaid Townſhips of *Brompton* and *Sawden*, in, over and upon the Common Fields, Meadow and Commons, or Waſte Grounds, ſo intended to be incloſed as aforeſaid, ſhall ceaſe and be abſolutely extinguiſhed.

The Parties to accept of their reſpective Al-

And whereas it is requiſite, That ſome convenient Time ſhould be fixed for every Perſon intitled to any Part of the ſaid intended Incloſure, to accept

Entment within One Year after the making of the Award, and on Refusal to be excluded any Benefit.

of their respective Allotments and Shares. **Be it therefore Enacted**, by the Authority aforesaid, That all and every Person and Persons so intitled, shall, and they are hereby required to accept his, her and their respective Allotments and Shares, within the Space of One Year after the Execution of the said Award or Instrument, and Notice in Writing affixed on the South Door of the Parish Church of *Brompton* aforesaid, for that Purpose, and in Case any Person shall neglect or refuse to accept his or her Share or Allotment within the Time aforementioned, such Person so neglecting or refusing, shall be totally excluded from having or receiving any Benefit or Advantage by this present Act, and also from any Estate, Interest or Right of Common whatsoever, of, in or to the Lands or Grounds so assigned or alloted, to any Person or Persons by Virtue of or under this Act.

Guardians, &c. of Minors, &c. impowered to accept of their Allotments.

Provided also, and it is hereby further Enacted and Declared, That the Guardians, Husbands, Trustees, Committees or Attornies of any Person or Persons, being Minors, under Coverture, beyond the Seas, or otherwise incapable by Law, to accept such Allotments so to be made as aforesaid, shall be and are hereby enabled and required to accept thereof, for the Use of such Person or Persons so incapacitated as aforesaid; and also that any such Person or Persons intitled to such Allotment in Remainder or Expectancy, upon any Precedent, particular Estate, upon Neglect or Refusal of any Tenant in Possession, or any Person intitled to such Precedent, particular Estate, shall be, and is, and are respectively hereby enabled to accept of such Allotment, in Lieu and stead of any such Tenant or Person so intitled, and neglecting or refusing, and every such Acceptance, respectively, shall, be and is hereby declared to be as valid and effectual, as if the Person or Persons to whom the same shall be made, respectively, were capable of acting for themselves, or had not refused or neglected as aforesaid, any Thing herein contained to the contrary notwithstanding.

Guardians, &c. refusing to accept, not to exclude Infants, Feme Coverts, &c.

Provided always, That the Non-claim or Non-acceptance of any Guardian, Husband, Trustee, Committee or Attorney, shall not exclude or prejudice the Claim or Acceptance of any Infant, Feme Covert, or any other Person under such Disability or Incapacity as aforesaid, who shall claim or accept within One Year after such Disability or Incapacity removed, or of any Person or Persons intitled as Heir, or in Remainder after the Death of any Person dying under such Disability or Incapacity, who shall claim or accept within One Year after his, her or their Right, Title or Interest, shall have descended, vested or accrued.

Power to chuse New Commissioners.

And be it further Enacted, by the Authority aforesaid, That if any of the said Commissioners herein before named, or to be elected in Manner herein after mentioned, shall die or refuse to act before the said Award or Instrument shall be made and executed, it shall and may be lawful to and for the surviving and acting Commissioners or Commissioner, from Time to Time, within One Month after any Commissioner shall so die or refuse to act, by Writing under their or his Hands and Seals or Hand and Seal, to appoint another Commissioner or Commissioners not interested in the said intended Inclosure, in the Room and Stead of such Commissioners or Commissioner so dying or refusing to act, and that every such Commissioners or Commissioner so to be from Time to Time elected and chosen, shall by Virtue of this Act have the same Power and Authority as if he or they had been hereby nominated and appointed a Commissioner or Commissioners, and that in the mean Time the Surviving Commissioners or Commissioner shall proceed in and about compleating and finishing the said intended Division and Inclosure.

And

And it is hereby further Enacted by the Authority aforeſaid, that as well the Coſts and Charges of applying for and obtaining this preſent Act, as alſo the Coſts and Charges of the ſaid Articles of Agreement, and of making the ſaid Survey and Plan, and dividing and allotting the Lands and Grounds ſo intended to be incloſed as aforeſaid, and the preparing and inrolling the ſaid Award or Inſtrument, and all the Charges and Expences of the Commiſſioners, and all other incident Charges and Expences whatſoever, they be relating to the ſaid Diviſion and Incloſure, ſhall be paid and born by every reſpective Owner and Perſon intereſted in the ſaid Fields, Meadow Ground and Commons or Waſte Ground, by an equal Rate upon every Acre of Land ſo intended to be divided and incloſed, according to the full Value thereof, or according to the Proportion of Acres every particular Perſon or Perſons ſhall have in the ſaid Fields, Meadow Ground and Commons or Waſte Grounds, ſo to be divided and incloſed for his Share or Part thereof, which by the ſaid Commiſſioners or their Succeſſors, or any Four of them, ſhall think moſt juſt and reaſonable, except ſo far as hath been otherwiſe agreed between the Parties intereſted, or any of them, and except that the ſaid Compoſition Rent, or the ſaid Sir *George Cayley*, his Heirs or Aſſigns, for or in Reſpect thereof, ſhall not be charged or chargeable with or contribute to any the Charges or Expences aforeſaid.

Charges to be born by Proprietors proportionably.

And it is hereby further Enacted, by the Authority aforeſaid, That in the mean Time, and until ſuch Award ſhall be made as herein before mentioned, all the Tillage Lands in the ſaid Common Fields, and every of them ſhall be kept, ordered and continued in a due Courſe of Huſbandry, and that no Meadow, Paſture or freſh Ground in the ſame Fields, or any of them, ſhall be before that Time ploughed up or converted into Tillage.

Until the Award the Common Fields and Meadows to be ordered in the ſame Courſe of Huſbandry.

Provided always, and it is hereby further Enacted, That nothing herein contained ſhall extend or be conſtrued, deemed, adjudged or taken to revoke, make void, alter or annul any Will or Wills, Settlement or Settlements, Leaſe or Leaſes, or to prejudice any Perſon or Perſons having any Right or Claim of Dower, Jointure, Portion, Debt or Incumbrance, in, out, of, upon, or affecting any of the ſaid Lands or Grounds ſo intended to be incloſed and divided as aforeſaid, or any Part or Parts thereof, reſpectively. But that the ſeveral Lands and Grounds ſo to be aſſigned and allotted, upon the ſaid intended Incloſure and Diviſion to the ſeveral Proprietors, reſpectively, ſhall immediately after ſuch Allotments, be, remain and enure, and be held and enjoyed, and the ſeveral Perſons to whom the ſame ſhall be aſſigned and alloted, reſpectively, ſhall from thenceforth ſtand and be ſeized thereof, to ſuch and the ſame Uſes, and to ſuch and the ſame Eſtates, and be ſubject to ſuch and the ſame Wills, Limitations and Remainders, Leaſes and Incumbrances, as the ſeveral Lands, Grounds, Tenements and Hereditaments in Lieu, whereof ſuch Allotments ſhall be made in Purſuance of this Act, ſhould and would have been ſubject and liable to be charged with and affected by, in Caſe the ſame had remained unincloſed, or this Act had not been made, any Thing herein contained to the Contrary thereof notwithſtanding.

Not to revoke Deeds, Wills or Leaſes, or prejudice any Claim of Dower or Debts, &c.

And whereas, ſeveral of the Owners and Proprietors of Lands and Grounds lying in the ſaid Common Fields, Meadow and Commons or Waſte Grounds ſo intended to be divided and incloſed as aforeſaid, may have Occaſion to borrow Money to pay and defray their reſpective Shares and Proportions of the Charges and Expences attending ſuch Incloſure and Diviſion, and the obtaining and paſſing this Act, and cannot by Reaſon of their being Tenant or Tenants for Life or Lives thereof, only, or of ſome Settlement

Tenants for Life impowered to change their reſpective Allotments, with their Proportion of the Expence of the Diviſion and Incloſure.

Settlement or Settlements already made of the ſaid Grounds, Lands and Premiſes, or ſome Part or Parts thereof, or other Impediments or Diſability, make an effectual Security thereon for the Money ſo to be by them, reſpectively, advanced and lent for that Purpoſe. **Be it therefore further Enacted**, by the Authority aforeſaid, That it ſhall and be lawful to and for ſuch Owners and Proprietors for the Time being, of Lands and Grounds lying in the Common Fields Meadow and Commons or Waſte Grounds ſo intended to be incloſed, reſpectively, his, her and their Truſtee or Truſtees, Guardian or Guardians, reſpectively, to Charge the Lands and Grounds which ſhall be aſſigned and allotted to them by Virtue and in Purſuance of this Act, with any Sum or Sums of Money, not exceeding Thirty Shillings for every Acre of the Lands and Grounds ſo to be allotted to them, reſpectively, to be paid to ſuch Perſon or Perſons as the ſaid Commiſſioners, or their Succeſſors, or any Four of them, ſhall for that Purpoſe, reſpectively, nominate and appoint, in Order to be applied and diſpoſed of for the Purpoſes aforementioned, and for ſecuring the Re-payment of the ſaid Sum or Sums of Money, with Intereſt to grant Mortgage, Leaſe and demiſe the Lands and Grounds ſo to be charged unto ſuch Perſon or Perſons as ſhall advance and lend the ſame reſpectively for any Term or Number of Years ſo as ſuch Grant or Demiſe be made with a Proviſoe or Condition to ceaſe and be void, or with an Expreſs Truſt to be ſurrendered when ſuch Sum or Sums of Money thereby to be ſecured with the Intereſt thereof ſhall be fully ſatisfied and paid.

And ſuch Charge to be good notwithſtanding any Settlement, Will, &c.

And it is hereby further Enacted and Declared, That every ſuch Grant, Mortgage, Leaſe or Demiſe of the ſaid Grounds, Lands and Premiſes, or any Part or Parts thereof ſo to be made in Purſuance of this Act ſhall be good, valid and effectual in the Law for the Purpoſes thereby intended notwithſtanding any Settlement, Will, Truſt, Uſe, Remainder or Limitation of or concerning ſuch Grounds, Lands and Premiſes, or any Part or Parts thereof then in being, or capable of taking Effect to the contrary.

Not to put any Sheep on the Premiſes to hurt the Quick Wood.

Provided always, and it is hereby further Enacted by the Authority aforeſaid, That for the better Preſervation of the Quick Wood and Fences to be planted, ſet, made and erected in and upon the ſaid Fields, Meadow Ground and Commons, no Perſon or Perſons for and during the Space of Ten Years next after the Making the ſaid Award, ſhall put or keep in or upon the ſaid Fields, Meadow Ground and Commons or Waſtes to be incloſed as aforeſaid, or any Part thereof any Sheep whereby to hurt or deſtroy the ſaid Fences or Quick Wood, unleſs ſuch Quick Wood be well and ſufficiently fenced and preſerved by a double Hedge or Fence.

Not to prejudice the Royalties of the Manor of *Brompton*.

Provided alſo, and it is hereby further Enacted by the Authority aforeſaid, That nothing in this Act contained ſhall defeat, leſſen or prejudice the Right, Title and Intereſt of the ſaid Sir *George Cayley* and *Boynton Langley* of, in or to the Seigniories and Royalties incident and belonging to the ſaid Manor of *Brompton* herein before-mentioned to be comprized within, and held of the ſaid Honor and Manor of *Pickering*. But that the ſaid Sir *George Cayley* and *Boynton Langley* reſpectively, and all and every Perſon and Perſons who ſhall be Lord or Lords of the ſaid Manor of *Brompton* aforeſaid, ſhall and may from Time to Time, and at all Times for ever hereafter hold and enjoy all ſuch Rents, Services, Courts, Perquiſites and Profits of Courts, Mines, Quarries, Goods and Chattels of Felons and Fugitives, Felons of themſelves, and Perſons put in Exigent Deodands, Waifs, Eſtrays and other Royalties and Seigniories to the ſaid Manor as Lord or Lords thereof reſpectively incident belonging or appertaining (other than and except ſuch common Right

as

as could or might be claimed by them reſpectively as Lord or Lords of the ſaid Manor or otherwiſe upon the Premiſes ſo intended to be incloſed) in as full, ample and beneficial Manner to all Intents and Purpoſes as they or either of them could or might have held and enjoyed the ſame in Caſe this preſent Act had not been made.

Provided likewiſe, and it is hereby further Enacted by the Authority aforeſaid, That nothing in this Act contained ſhall defeat, leſſen or Prejudice the Right, Title or Intereſt of his Majeſty, his Heirs or Succeſſors, or of the ſaid *John Hill*, his Executors Adminiſtrators or Aſſigns, or any other Leſſee or Leſſees of his ſaid Majeſty, his Heirs, or Succeſſors for the Time being of, in and to the Seigniories and Royalties incident and belonging to the ſaid Caſtle, Honor and Manor of *Pickering* aforeſaid; but that his ſaid Majeſty, his Heirs and Succeſſors, and his and their Leſſee or Leſſees for the Time being ſhall and may from Time to Time, and at all Times for ever hereafter hold and enjoy all Rents, Services, Liberties, Juriſdictions, Courts Leet, Hundred Courts, Courts Baron, and whatſoever to them doth belong, Views of Frank Pledge, Perquiſites and Profits of Courts Royalties, Regalities, Franchiſes, Previleges, Prerogatives and Preheminences, Fairs, Markets, Tolls, Cuſtoms, Fines, Iſſues, Amerciaments, Goods and Chattles of Felons, Fugitives and Outlaws, Felons of themſelves, Waifs, Eſtrays, Profits, Commodities, Eaſments, Emoluments and Hereditaments whatſoever being, ariſing, renewing or happening within the ſaid Townſhips of *Brompton* and *Sawden*, or either of them to the ſaid Caſtle, Honor or Manor of *Pickering* aforeſaid, or to his ſaid Majeſty, his Heirs or Succeſſors, or his or their Leſſee or Leſſees reſpectively as Lord or Lords of the ſaid Honor or Manor incident, belonging or appertaining (other than and except ſuch Common Right as could or might be claimed by them reſpectively upon the Premiſes ſo intended to be incloſed) in as full, ample and beneficial Manner to all Intents and Purpoſes as they or any of them could or might have held and enjoyed the ſame in Caſe this preſent Act had not been made.

Nor the Crown or their Leſſee to the Regalities of the Honor and Manor of *Pickering*.

And it is hereby further Enacted, by the Authority aforeſaid, That the ſaid Commiſſioners, and their Succeſſors, or any Four of them, ſhall give Notice in the Pariſh Church of *Brompton* aforeſaid, upon ſome *Sunday*, immediately after Divine Service, of the Time and Place of the firſt Meeting of the ſaid Commiſſioners, for the Execution of the Powers hereby veſted in them at leaſt Ten Days before ſuch Meeting, and ſhall alſo give Notice of every ſubſequent Meeting, for puting in Execution the ſaid Powers veſted in them as aforeſaid, on the *Sunday* next preceeding the ſame, reſpectively (Meetings by Adjournment only excepted.)

Notice to be given of the firſt and other Meetings, in the Pariſh Church of *Brompton*.

Saving always, to the King's moſt Excellent Majeſty, his Heirs, and Succeſſors, and to all and every Perſon and Perſons, Bodies Politick and Corporate, his, her and their Heirs, Succeſſors, Executors and Adminiſtrators, (other than the Right of his ſaid Majeſty, his Heirs and Succeſſors, and his or their Leſſee or Leſſees for the Time being as Lord of the Honor or Manor of *Pickering*, and the Parties to the ſaid Articles, and all and every other Perſon and Perſons ſeized of or intitled to or claiming or to claim any Lands, Grounds, Common of Paſture or other Common Right in or upon the Common Fields, Meadow and Commons or Waſtes ſo intended to be divided and incloſed as aforeſaid, his, her and their Heirs, Succeſſors, Executors and Adminiſtrators, reſpectively, all ſuch Eſtate, Right, Title and Intereſt, as they every or any of them had and enjoyed of, in, to or out of the ſaid Common Fields, Meadow, Commons or Waſte Grounds, reſpectively before the paſſing this Act, or could or ought to have had and enjoyed in Caſe this Act had not been made.

Saving to the King, &c.

AN

ACT

FOR

Confirming and eſtabliſhing Articles of Agreement for dividing and incloſing the open Common Fields, Common Meadow, Commons and Waſte Grounds, in the Townſhips of Brompton *and* Sawden, *in the Pariſh of* Brompton, *in the* North Riding *of the County of* York.

1758.

552 L 2
22
Great Brit. Geo II
No 25



22
31 Geo. II. c. 25

An ACT *for eſtabliſhing and confirming Articles of Agreement for dividing and incloſing two Stinted Paſtures or Commons called* Settle Banks High Scarr, *and* Scaleber, *within the Townſhip of* Settle, *in the County of* York.

WHEREAS there are within the Weſt-Riding of the County of *York*, two undivided Stinted Common Paſtures or Commons for depaſturing Cattle and Sheep, commonly called or known by the Names of *Settle Banks High Scarr*, and *Scaleber*, within the Townſhip of *Settle*, in the County of *York*; containing, by Eſtimation, Thirteen Hundred and Sixty Two Acres or thereabouts; one of which ſaid Paſtures or Commons called *Settle Banks High Scarr*, according to the preſent Stint, conſiſts of One Thouſand and Forty Seven Sheep-Gates; and the other Paſture or Common called *Scaleber*, according to the preſent Stint, conſiſts of Two Hundred and Fifty Eight Beaſt-Gates or Cattle-Gates, and an Half-Gate.

Settle Banks High Scarr and *Scaleber* contain 1362 Acres.

Settle Banks High Scarr conſiſts of 1407 Sheep-Gates.

Scaleber of 258 Beaſt-Gates, and an Half.

And whereas *William Dawſon*, Eſq; *Joſias Morley*, Eſq; *Anthony Liſter*, Gentleman, *Peter Wilſon Overend*, and ſeveral other Perſons herein after named, are ſome of them ſeiſed to them, and their Heirs, as of Fee-Simple of ſeveral of the ſaid Cattle-Gates and Sheep-Gates, with the Ground and Soil thereof in common, in and upon the ſaid two undivided Stinted Common Paſtures or Commons; and the reſt of them are poſſeſſed of, intereſted in, or intituled to the Reſidue of ſuch Cattle-Gates and Sheep-Gates, with the Ground and Soil thereof, in common for very long Terms of Years, under the Right Honourable *Dorothy* Counteſs Dowager of *Burlington*.

Some of the Owners ſeiſed of Cattle-Gates and Sheep-Gates in Fee; others for long Terms of Years, under Counteſs of *Burlington*.

Treſpaſſes frequently committed.

And whereas by reaſon of the Largeneſs of the ſaid two Stinted Paſtures or Commons, Treſpaſſes are frequently committed therein, by Perſons turning Cattle and Sheep thereon, who have no Right to any of the ſaid Cattle-Gates or Sheep-Gates, to the great Damage and Prejudice of the Owners and Proprietors thereof.

If Paſtures incloſed and divided, capable of great Improvements.

And whereas the ſaid two Stinted Paſtures or Commons, in caſe the ſame were incloſed and divided amongſt the Owners and Proprietors thereof, in Proportion to the Number of Cattle-Gates and Sheep-Gates which they are reſpectively intituled to, would be capable of being tilled, cultivated, and greatly improved, and rendered of much greater Uſe, Benefit, and Advantage to the Owners and Proprietors thereof, than at preſent the ſame are, and the ſeveral Owners and Proprietors of the ſaid Cattle-Gates and Sheep-Gates having taken the ſame into Conſideration, and being willing and deſirous that the ſaid two Stinted Paſtures or Commons ſhould be divided and held in ſeveralty amongſt them and their reſpective Heirs, Executors, Adminiſtrators, and Aſſigns, in Proportion to the Number of Cattle-Gates and Sheep-Gates which they are reſpectively intituled to therein: Thereupon certain Articles of Agreement were, in Conſequence thereof, entered into, concluded, and agreed upon, bearing Date the Twenty-ſixth Day of *January* laſt paſt, between the ſaid *William Dawſon*, *Anthony Liſter*, *John Martin*, *William Hall*, *Peter Wilſon Overend*, *William Birkbeck*, and *John Birkbeck*; *Richard Foſter*, *John Richardſon*, *John Cookſon*, *Mary Chamberlaine*, and *Thomas Chamberlaine*, *Leonard Wilkinſon*, *John Richardſon*, *Thomas Clapham*, *Hugh Hall*, *Joſias Morley*, *David Swaill*, *John Baynes Garforth*, Truſtee or Guardian of *Baynes*, eldeſt Son and Heir of *William Baynes*, Gentleman, deceaſed; *Robert Roberts*, *Joſeph Bell*, *Bryan Heſleden*, *Roger Chapman*, *John Lund*, and *Thomas Dowbiggin*, which ſaid *Bryan Heſleden*, *Roger Chapman*, *John Lund*, and *Thomas Dowbiggin*, are Truſtees for *Horton* School; *Lydia Carr*, Guardian of *Robert Carr* her Son, an Infant; *William Brown*, *Robert Foſter*, *Richard Redmayne*, *Thomas Redmayne*, *Robert Slinger*, *Henry Town*, *John Preſton*, Clerk; *Chriſtopher Preſton*, Clerk; *Thomas Moore*, *John Ellerſhaw*, Clerk; *Charles Abbotſon*, the ſaid *Leonard Wilkinſon* and *Thomas Rimington* are Aſſignees of *James Kayley* a Bankrupt, (being the ſeveral Owners and Proprietors of the ſaid Cattle-Gates and Sheep-Gates) which ſaid Articles were executed by all the ſaid Parties, except the ſaid *John Richardſon*, *Thomas Chamberlain*, *John Richardſon*, *Thomas Clapham*, *Hugh Hall*, *John Baynes Garforth*, *Robert Roberts*, *William Brown*, *Henry Town*, *John Preſton*, *Chriſtopher Preſton*, *Thomas Rimington*, whoſe reſpective Intereſts are very ſmall and inconſiderable; by which ſaid Articles (after reciting as therein is recited) the ſaid Parties mutually agreed, that both the ſaid Paſtures ſhould be divided, allotted, and aſſigned to every of the ſaid Proprietors, Parties thereto, as, and for their ſeveral Parts and Shares therein, by the Commiſſioners therein named, in ſuch manner as therein after is mentioned; and that each of the ſaid Proprietors ſhould, and would accept and take their reſpective Parts and Shares of both the ſaid Paſtures, under ſuch Reſtrictions, and in ſuch manner as the ſame ſhould be by the ſaid Commiſſioners ſet forth, allotted and aſſigned, and that each of the ſaid Proprietors ſhould at their own Charge, erect and make ſuch Fences to encloſe their reſpective Shares and Parts of both the ſaid Paſtures, ſo to be ſet forth, allotted and aſſigned, and keep the ſaid Fences, Ways and Roads, and hang ſuch Gates, and do every other thing that the ſaid Commiſſioners ſhould order and award, to encloſe the ſaid Paſtures, ſo that each of the ſaid Proprietors, Parties thereto, ſhould hold and enjoy their Parts and Shares in both the ſaid Paſtures, ſo to be allotted and aſſigned in Severalty; and that the Proprietors, Parties thereto, at their own Charges, in Proportion to the Number of Gates that each of them hath on the ſaid Paſtures, would do every thing neceſſary to obtain and

Parties deſirous to divide.

Articles executed by Parties.

get

get an Act of Parliament, or Decree, or Order of the High Court of *Chancery*, to ratify and confirm the Diviſion of the ſame, in ſuch manner, and under, and ſubject to ſuch Rules, Orders, and Directions, as in the ſaid Articles are therein aftermentioned and agreed upon, and as herein after are enacted, appointed, directed and preſcribed.

And whereas ſuch Diviſion and Allotments of the ſaid two Stinted Paſtures or Commons ſo agreed upon as aforeſaid, cannot be eſtabliſhed and rendered effectual, without the Aid and Authority of Parliament; wherefore, in Order for carrying the ſaid Agreement of the ſaid Parties into Execution,

May it therefore pleaſe your MAJESTY,

That it may be **Enacted: And be it Enacted** by the KING's Moſt EXCELLENT MAJESTY, by and with the Advice and Conſent of the Lords Spiritual and Temporal, and Commons in this preſent Parliament aſſembled, and by the Authority of the ſame, that the ſaid two Stinted Paſtures or Commons, called *Settle Banks High Scarr*, and *Scaleber*, lying and being within the Townſhip of *Settle*, in the County of *York* aforeſaid, ſhall, on or before the firſt day of *May*, which will be in the Year of our Lord One Thouſand Seven Hundred and Fifty nine, be ſet out, divided, and allotted by *Richard Clapham* of *Feizer*, *Stephen Knowles* of *Newby*, *William Bradley* of *Giggleſwick*, *Henry Waddington* of *Crow-Neſt*, and *Thomas* of *Stackhouſe*, all in County of *York*, Gentlemen, Commiſſioners hereby appointed, and their Succeſſors, or any three or more of them in the Manner, and ſubject to the Rules, Orders, and Directions in and by this Act ordered, directed, eſtabliſhed, appointed, and preſcribed. Commiſſioners impowered to divide.

And for the more juſt and regular Diviſion and Diſtribution of the ſaid two Stinted Paſtures or Commons, ſo to be divided and allotted as aforeſaid; and for the better aſcertaining the ſame, **It is hereby further Enacted and Declared**, by the Authority aforeſaid, That a Survey ſhall be made of the ſaid two Stinted Paſtures or Commons, ſo intended to be incloſed as aforeſaid, ſome Time before the firſt day of *Auguſt*, which will be in the Year of our Lord One Thouſand Seven Hundred and Fifty-eight, by ſuch Perſon or Perſons as ſhall be nominated and appointed for that Purpoſe by the ſaid Commiſſioners, and their Succeſſors or Survivors, or any three or more of them; and that ſuch Admeaſurement and Survey ſhall be reduced into Writing, and laid before the Commiſſioners at all and every of their Meetings; and that within eight Months after ſuch Survey ſhall be made and completed, all the ſaid two Stinted Paſtures or Commons, called *Settle Banks High Scarr*, and *Scaleber*, ſhall be by the Commiſſioners and their Succeſſors, or the Survivors, or any three or more of them, ſet out, aſcertained, divided, and allotted unto, and amongſt all and every the Owners and Proprietors of Cattle-Gates and Sheep-Gates as aforeſaid, according to the Number of Cattle-Gates and Sheep-Gates of each Perſon therein, in ſuch Quantities, Shares, and Proportions, as by the ſaid Commiſſioners and their Succeſſors, or the Survivors, or any three or more of them, ſhall be adjudged and determined to be a full Recompence, Equivalent, and Satisfaction for all the Cattle-Gates and Sheep-Gates, and other Intereſt that the ſeveral Owners, Proprietors, and Perſons reſpectively have, or can or may claim, demand, or be intituled to, in or upon the ſaid two Stinted Paſtures or Commons ſo intended to be incloſed as aforeſaid, ſubject nevertheleſs to the Rules, Proviſo's, and Directions herein aftermentioned, expreſſed, preſcribed, and contained. That a Survey be made, and reduced into Writing.

Provided

Commiſſioners to give no undue Preference;

Provided always, That nothing in this Act contained ſhall extend or be conſtrued to extend to impower the ſaid Commiſſioners, or any of them, to give any undue Preference to any of the Parties intereſted or concerned in the ſaid intended Diviſion and Incloſure; but that the ſaid Commiſſioners in making all ſuch Diviſions and Allotments ſhall have a due Regard as well to the Quality as the Quantity of the ſaid two Stinted Paſtures or Commons ſo to be divided and allotted as aforeſaid, and that the Parcel and Quantity of Land to be allotted to the ſeveral Owners and Proprietors of the Cattle-Gates and Sheep-Gates as aforeſaid, ſhall be laid out and allotted to each of them reſpectively, ſo as that the ſame be contiguous and lie together, or as near as conveniently may be, and in one intire Plot or Parcel, if the ſame can conveniently be done.

and appoint Roads.

And it is hereby further Enacted and Declared, That the ſaid Commiſſioners and their Succeſſors, or Survivors, or any three or more of them, ſhall and may aſcertain, ſet out, and appoint all publick and private Ways or Roads, and Paſſages, in and through the ſaid two Stinted Paſtures or Commons ſo to be incloſed as aforeſaid, with the Sizes and Breadths thereof, ſo as all publick Roads to be made, ſhall be and contain twelve Yards broad, at the leaſt, between the Ditches; and that, from the Time or Times of making ſuch new publick or private Ways, Roads, or Paſſages, it ſhall not be lawful for any Perſon on Foot or on Horſeback, or with any Beaſt, Coach, Cart, Waggon, or other Carriage whatſoever, to uſe any Roads, Ways, or Paſſages, either publick or private, in, over, through, or upon the ſaid two Stinted Paſtures or Commons ſo intended to be incloſed as aforeſaid, other than ſuch new Roads or Ways as ſhall be aſcertained, laid out, and appointed as aforeſaid; and that all ſuch publick and common Ways, when ſo aſcertained, laid out, and appointed as aforeſaid, ſhall, from Time to Time, be repaired and maintained, in ſuch manner as hath been heretofore accuſtomed, and by the Laws of this Realm they ought to be repaired and maintained.

After the Lands allotted, and Award made, Parties to hedge and fence their reſpective Shares.

And it is hereby further Enacted, by the Authority aforeſaid, That when the ſaid two Stinted Paſtures or Commons, hereby directed and appointed to be divided and incloſed, ſhall be ſet out, aſcertained, and allotted by the ſaid Commiſſioners, or their Succeſſors, or the Survivors, or any three or more of them as aforeſaid, by ſuch Inſtrument or Writing as is herein aftermentioned, the ſeveral Perſons to whom the ſaid two ſtinted Paſtures or Commons ſhall be allotted reſpectively, ſhall within eighteen Months after the ſigning and ſealing the ſaid Inſtrument or Writing, at their own Expence, reſpectively incloſe, hedge, ditch, fence, wall, and ſet out their ſeveral Lots, Shares, and Proportions of the ſame, in ſuch Manner as the ſaid Commiſſioners and their Succeſſors, or the Survivors, or any three or more of them ſhall direct or appoint.

Owners to get Stone on any Part of the Paſtures for new Fences only.

Provided nevertheleſs, That any of the Proprietors of the new Incloſures intended to be made purſuant to this Act, ſhall have full Liberty to get Stone in and upon any Part or Parts of the ſaid two Stinted Paſtures or Commons intended to be divided, and lead away the ſame with Carts and other Carriages to any Place where any of the new Fences for dividing of the ſaid two Stinted Paſtures or Commons, ſhall be ordered by the Commiſſioners to be ſet and erected, ſo much Stone only as ſhall be ſufficient for making and erecting ſuch new Fences.

Gaps and Openings to be left in the Fences of new Incloſures.

Provided alſo, That convenient Gaps and Openings ſhall be left in the ſaid Fences and Incloſures for the Space of eighteen Months next enſuing the Execution of

of the ſaid Inſtrument or Writing, for the Paſſage of Cattle, Carts and Carriages, in, by, and through the ſame, unleſs the ſeveral Parties intereſted ſhall agree that the ſame be ſooner fenced and incloſed.

Provided alſo, and it is hereby further Enacted and Declared, That where any Parcel of Land, ſo to be allotted as aforeſaid, ſhall abutt or adjoin upon any Highway, Hedge, Ditch, Fence, or Wall of the ſaid Lot or Share, ſo far as the ſame abuts or adjoins upon any Highway, ſhall be repaired and maintained at the ſole Coſts and Charges of the Perſon intituled to ſuch Lot or Portion for the Time being for ever; and alſo that all other Fences to be made for incloſing, ſeparating, and dividing the ſaid two Stinted Paſtures or Commons, purſuant to this Act, ſhall, after the ſaid Incloſures are made, be repaired and maintained by ſuch Perſon and Perſons, and in ſuch Manner as the ſaid Commiſſioners and their Succeſſors, or the Survivors, or any three or more of them, ſhall in that Behalf order, direct, and appoint, purſuant to the Tenor, true Intent, and Meaning of this Act; and ſuch Award, Order, and Determination by the ſaid Commiſſioners, or their Succeſſors and the Survivors, or any three or more of them, in that Behalf ſhall be binding, and concluſive to the ſeveral Parties intereſted in, and intitled to ſuch Share and Allotment as aforeſaid,

Hedges adjoining to any Highways to be repaired by the Owner of the Lot adjoining.

And for preventing all Differences and Diſputes relating to the ſaid Incloſures and Diviſion, **It is hereby further Enacted,** by the Authority aforeſaid, That immediately after the ſaid Commiſſioners ſhall have completed and finiſhed the Diviſion, Partition, and Allotments of the ſaid two Stinted Paſtures or Commons, purſuant to the Purport and Directions of this Act, they ſhall form and draw up, and they are hereby authorized and directed to form and draw up, an Award or Inſtrument in Writing, which ſhall expreſs and contain the Number of Cattle-Gates and Sheep-Gates of each Perſon in and upon the ſaid two Stinted Paſtures or Commons, diſtinguiſhing how many thereof are Freehold, and how many thereof are held for Terms of Years under the Counteſs Dowager of *Burlington*, and by whom reſpectively, and which ſhall alſo expreſs and contain the Quantity in Statute Meaſure of Acres, Roods, and Perches, contained in the ſaid two Stinted Paſtures or Commons, and the Quantity of each and every Part thereof aſſigned and allotted to the reſpective Parties intitled to, or intereſted in the ſame, and a Deſcription of the Situation, Buttals, and Boundaries of the ſame Parcels and Allotments reſpectively; diſtinguiſhing alſo the Freehold from the Leaſehold Shares, ſo held for long Terms of Years under the ſaid *Dorothy* Counteſs Dowager of *Burlington*, to the End that the ſaid Leaſehold Shares may hereafter be held by the ſeveral and reſpective Perſon and Perſons to whom the ſame ſhall be allotted, and their ſeveral and reſpective Executors, Adminiſtrators, and Aſſigns, for the Remainder of the ſaid reſpective Terms therein yet to come; and ſhall alſo contain Orders and Directions for hedging, ditching, walling, and fencing the ſame, and keeping and maintaining ſuch Hedges, Ditches, Walls, and Fences in Repair, and for making and laying out proper Ways, Bridges, Paſſages, and Water-courſes, in and through the ſame Premiſſes, and ſupporting and maintaing the ſame; and alſo ſhall contain ſuch other Orders, Regulations, and Determinations, as ſhall be proper and neceſſary to be inſerted therein, conformable to the true Intent, Purport, and Tenor of this Act, which ſaid Inſtrument ſhall be fairly ingroſſed on Parchment, and ſigned by the ſaid Commiſſioners and their Succeſſors, or the Survivors, or any three or more of them, and ſhall be inrolled in the publick Regiſter-Office in *Wakefield*, eſtabliſhed by Act of Parliament for the regiſtering Deeds, Conveyances, Wills, and other Incumbrances, affecting Lands, Tenements, and Hereditaments in the Weſt Riding in the County of *York*; to the end Re-

Commiſſioners to make Award.

courſe may be had to the ſame by any Perſon or Perſons intereſted in the ſaid Diviſion and Incloſure: And the Regiſter of the ſaid Office, or his Deputy, is hereby required to enrol the ſaid Award or Inſtrument, for the uſual Fees allowed and appointed to be taken by the ſaid Act for enrolling Bargains and Sales of Lands; and a true Copy of ſuch Enrollment, ſigned by the ſaid Regiſter, or his Deputy, ſhall be allowed as Evidence in all the Courts of Law or Equity.

Parties to accept of their Allotments in ſix Months after Execution of Award.

And whereas it is requiſite that ſome convenient Time ſhould be fixed for every Perſon intitled to any Part of the ſaid new-intended Incloſure, to accept of their Allotments and Shares, **Be it therefore Enacted**, by the Authority aforeſaid, That all and every Perſon and Perſons ſhall, and they are hereby required to accept his, her, and their reſpective Allotments and Shares, within the Space of ſix Months, after the Execution of the ſaid Award or Inſtrument, and Notice to him, her, or them reſpectively given in Writing by the ſaid Commiſſioners, or their Succeſſors, or the Survivors, or any three or more of them, for that Purpoſe.

Guardians, &c. of Minors empowered to accept of their Allotments.

Provided alſo, and it is hereby further Enacted and Declared, That the Guardians, Husbands, Truſtees, Committees, or Attornies of any Perſon or Perſons, being Minors, under Coverture, or beyond the Seas, or otherwiſe incapable by Law to accept ſuch Allotments, ſo to be made as aforeſaid, ſhall be, and are hereby enabled and required to accept thereof, for the Uſe of ſuch Perſon or Perſons ſo incapacitated as aforeſaid; and ſuch Acceptance ſhall be, and is hereby declared to be as valid and effectual as if the Perſon or Perſons to or for whom the ſame ſhall be made reſpectively, was capable of acting for themſelves, any thing herein contained to the contrary notwithſtanding.

Guardians, &c. refuſing to accept, not to exclude Infants, Feme Coverts, &c.

Provided always, That the Non-claim or Non-acceptance of any Guardian, Husband, Truſtee, Committee, or Attornies, ſhall not exclude or prejudice the Claim or Acceptance of any Infant, Feme Covert, or any other Perſon or Perſons under ſuch Diſability or Incapacity as aforeſaid, who ſhall claim or accept, within one Year after his, her, or their Right, Title, or Intereſt, ſhall have deſcended, accrued to, or veſted in him, her, or them.

Perſons refuſing to accept and incloſe, &c. their reſpective Allotments, and to defray the Charges attending ſuch Diviſion, and the paſſing this Act.

Commiſſioners impowered to borrow Money to defray the ſame.

And it is hereby further Enacted and Declared, That, in caſe any Perſon or Perſons, ſeiſed or intituled in his or their own Right, or in Right of his Wife; or being or acting as Guardian, Truſtee, Committee, or Attorney for any Infant, Feme Covert, Lunatick Perſon, beyond the Seas, or otherwiſe incapable by Law to accept and incloſe as aforeſaid, ſhall neglect or refuſe to accept or incloſe, hedge, ditch, wall, or fence, his, her, or their Share or Allotment, within the Time and Manner aforementioned, or to pay and defray their reſpective Shares and Proportions of Surveying, making of Maps, and all other Charges and Expences incident to, and attending ſuch Incloſure and Diviſion, and the obtaining and paſſing this Act, and all other Charges and Expences, by this Act directed to be borne, paid, and defrayed; then it ſhall and may be lawful to and for the ſaid Commiſſioners and their Succeſſors, or the Survivors, or any three or more of them, and they are hereby authorized, impowered, and required, to borrow and take up at Intereſt ſuch Sum and Sums of Money as they ſhall think neceſſary and ſufficient to pay and defray ſuch Share and Proportion of the ſaid Surveying, making of Maps, and all other Charges and Expences reſpectively, and by Indenture or Indentures under their Hands and Seals, from Time to Time to Grant, Mortgage, Aſſign, Leaſe, or Demiſe, the Lands and Grounds which ſhall be aſſigned and allotted to the reſpective Perſon or Perſons ſo neglecting or refuſing as aforeſaid,

ſaid, unto any Perſon or Perſons who ſhall be willing to advance and lend the ſame, his, her, and their Heirs, Executors, Adminiſtrators and Aſſigns, for any Term or Number of Years, or otherwiſe for ſecuring the Repayment of ſuch Sum or Sums of Money ſo to be advanced or lent, with Intereſt for the ſame, not exceeding the Rate of four Pounds *per Cent. per Annum*, within a reaſonable Time, in the ſaid Grant, Mortgage, Leaſe, or Demiſe, to be limited in that Behalf to the Perſon or Perſons who ſhall advance and lend the ſame, by the reſpective Perſon or Perſons, who would, for the Time being, be intituled to ſuch Share or Allotment reſpectively, in caſe the ſame were accepted and incloſed; purſuant to, and according to the Tenor and true Meaning of this Act; and to be ſubject to Redemption by ſuch Perſon or Perſons reſpectively, upon Payment of the Sum and Sums ſo to be ſecured thereupon, within the Time ſo limited, and not otherwiſe.

Power to aſſign ſuch Mortgage.

And it is hereby further Enacted, by the Authority aforeſaid, That all and every other Perſon and Perſons to whom any Grant, Mortgage, Leaſe or Demiſe ſhall be made by the ſaid Commiſſioners or their Succeſſors, or the Survivors, or any three or more of them, as a Security for any Sum or Sums of Money, by him, her, or them, lent and advanced on the Credit, and for the Purpoſes mentioned in this Act, or who ſhall be intituled to the Money thereby ſecured, ſhall and may, from Time to Time, by any Deed or Deeds, Writing or Writings, under his, her, or their Hand and Seal, or Hands or Seals, to be executed in the Preſence of two or more credible Witneſſes, aſſign or transfer the ſame Security or Securities, or the principal Money and Intereſt thereby ſecured, and all Benefit and Advantage thereof, and all his and their Right, Title and Intereſt, in and to the ſame, unto any Perſon or Perſons whatſoever, who may again in like Manner aſſign or transfer the ſame, and ſo *toties quoties*; and ſuch Mortgagee or Mortgagees, Aſſignee or Aſſignees, his, her, or their Heirs, Executors, and Adminiſtrators, and all Perſons claiming under them, or any of them, ſhall and may uſe, take, and purſue all ſuch lawful Methods, Courſes and Expedients, in Law or Equity, for recovering and obtaining the Poſſeſſion of the Premiſſes, to be ſo mortgaged, demiſed or aſſigned as aforeſaid, in caſe of Non-payment of the principal Money and Intereſt to be thereby ſecured, or any Part thereof, as is or are uſed, taken and purſued, in all Caſes of the like Nature.

Allotments to be in full Compenſation of the Cattle-Gates and Sheep-Gates of the reſpective Owners.

And it is hereby further Enacted, That the ſeveral Lands and Grounds ſo to be divided, ſet out, allotted, and appointed, to and for the ſeveral Perſons, who by Virtue of this Act ſhall be intituled to the ſame, ſhall be in full Bar, Satisfaction and Compenſation for his, her, and their ſaid ſeveral and reſpective Cattle-Gates and Sheep-Gates, which before the paſſing of this Act were in and upon the ſaid two Stinted Paſtures or Commons hereby intended to be incloſed; and that from and immediately after the making the ſaid Diviſion and Allotment, and the Execution of the ſaid Award or Inſtrument of ſuch Tenor and Purport as aforementioned, all the ſaid Cattle-Gates and Sheep-Gates belonging to, or claimed by all and every, or any of the Owners and Proprietors thereof, whether Freehold or held for Terms of Years, within or upon the ſaid two Stinted Paſtures or Commons ſo intended to be incloſed as aforeſaid, ſhall ceaſe and be abſolutely extinguiſhed.

Lands allotted in lieu of Freehold Cattle-Gates, or Cattle-Gates held for Terms of Years, to be deemed of the ſame Nature reſpectively.

Provided always, and it is hereby further Enacted and Declared, That the Lands or Grounds in the ſaid two Stinted Paſtures or Commons which ſhall be allotted as aforeſaid, or any of the Proprietors, in lieu of any Cattle-Gate or Cattle-Gates, Sheep-Gate or Sheep-Gates, now belonging to

to ſuch Proprietors reſpectively, which are Freehold, ſhall for ever after ſuch Award ſo made, be deemed to be Freehold, and ſhall be held by and under the ſame Tenures, Rents, Cuſtoms and Services, as the Freehold Cattle-Gate or Cattle-Gates, Sheep-Gate or Sheep-Gates, in Lieu of which ſuch Allotments ſhall be made, are now held; and that the Lands and Grounds in the ſame two Stinted Paſtures or Commons, which ſhall be allotted as aforeſaid to any of the Proprietors, in Lieu of any Cattle-Gate or Cattle-Gates, Sheep-Gate or Sheep-Gates, now belonging to ſuch Proprietors reſpectively, which are held as aforeſaid for long Terms of Years, under the ſaid *Dorothy* Counteſs Dowager of *Burlington*, ſhall, for the Reſidue of the ſaid Terms of Years, after ſuch Award ſo made, be deemed to be Leaſehold, and ſhall be held by and under the ſame Tenures, Rents, Cuſtoms and Services as the Leaſehold Cattle-Gate or Cattle-Gates, Sheep-Gate or Sheep-Gates, in Lieu of which ſuch Allotments ſhall be made, are now held.

Not to revoke any Settlement, Deed, Will or Leaſe, or prejudice any Claim of Dower, Debts, &c.

Provided alſo, That this Act ſhall not extend, or be conſtrued, deemed, adjudged or taken, to revoke, make void, alter or annul any Settlement, Deed, Will, or Leaſe whatſoever, or to prejudice any Perſon or Perſons, having any Right or Claim of Dower, Jointure, Portion, Reverſion, Rent, Service, Debt, Charge or Incumbrance, in, out of, upon or affecting the ſaid two Stinted Paſtures or Commons, ſo intended to be divided and incloſed, or any Part or Parcel thereof, or any Cattle-Gate or Cattle-Gates, Sheep-Gate or Sheep-Gates, belonging to any of the Proprietors thereof reſpectively, in or upon the ſaid two Stinted Paſtures or Commons; but that the ſeveral Lands and Grounds to be aſſigned and allotted upon the ſaid Diviſion, to the ſeveral Proprietors of Cattle-Gates and Sheep-Gates reſpectively, ſhall immediately after ſuch Allotments, be, remain and enure, and be held and enjoyed, and the ſeveral Perſons to whom the ſame ſhall be aſſigned and allotted reſpectively, ſhall, from henceforth ſtand and be ſeiſed thereof, to ſuch and the ſame Uſes, and to and for ſuch and the ſame Eſtates, and ſubject to ſuch and the ſame Wills, Settlements, Limitations, Remainders, Reverſions, Conditions, Powers, Proviſoes, Leaſes, Debts, Charges and Incumbrances, as the ſame Cattle-Gates and Sheep-Gates reſpectively, in and upon the ſaid two Stinted Paſtures or Commons as aforeſaid; in reſpect whereof ſuch Allotments ſhall, by Virtue of this Act be ſo made, ſhould and would have been ſubject and liable to be charged with, and affected by, in Caſe the ſame had remained unincloſed, or this Act had not been made.

Not to leſſen the Right of the Lord of the Manor.

Provided always, and it is hereby further Enacted and Declared, by the Authority aforeſaid, that nothing in this Act contained, ſhall prejudice, leſſen, or defeat the Right, Title, or Intereſt of any Lord or Lords of the Manor or Manors, or reputed Manor or Manors, Lordſhip or Lordſhips within the Juriſdiction or Limits whereof the ſaid two Stinted Paſtures or Commons hereby directed to be encloſed, or any Part thereof, are ſituate, lying and being, or comprized of, in, and to the ſaid Segniories and Royalties incident or belonging to ſuch Manor or Manors, or reputed Manor or Manors reſpectively; but that all and every ſuch Lord or Lords, for the Time being, ſhall and may from Time to Time, and at all Times hereafter, hold and enjoy all Rents, Services, Courts, Perquiſites, and Profits of Courts, and all other Rights, Royalties and Priviledges, to the ſaid Manors or Lordſhips reſpectively incident, appendant, belonging, or appertaining (other than and except ſuch Cattle-Gates and Sheep-Gates, or other Rights, as can or may be claimed by, or belong to him, her or them reſpectively, as Lord or Lords of any ſuch Manor or reputed Manor reſpectively, in as full, ample, and beneficial Manner, to all Intents and Purpoſes, as

he,

he, ſhe, or they reſpectively, might have, hold, or enjoy the ſame, before the paſſing this Act, or in Caſe the ſame had never been made.

Provided alſo, That nothing in this Act contained ſhall extend, or be conſtrued to prejudice, leſſen, or defeat the Right, Title or Intereſt of *Levit Harris*, Clerk, and his Heirs, of, in, or to any Tythes ariſing or renewing from, payable, or to become payable, in Reſpect of the two Stinted Paſtures or Commons, ſo intended to be incloſed as aforeſaid; but that all the ſeveral and reſpective Allotments, Parts, and Shares, therein to be ſet out, aſcertained, and allotted to the ſaid ſeveral and reſpective Owners and Proprietors of Cattle-Gates and Sheep Gates therein reſpectively, ſhall be ſubject and liable to the Payment of ſuch and the ſame Tythes as the ſame were, could, or might be ſubject or liable unto before the paſſing of this Act, or ſhould or ought to be, in caſe the ſame had not been made.

Nor to prejudice the Right *Levit Harris* hath to Tythes.

And it is hereby further Enacted and Declared, by the Authority aforeſaid, That the ſaid Commiſſioners for the Time being, appointed, or to be appointed by Virtue of this Act, or any three or more of them, ſhall, and they are hereby required and directed to give Notice in the Pariſh Church of *Giggleſwick* upon ſome *Sunday*, immediately after divine Service, of the Time and Place of the firſt Meeting of the ſaid Commiſſioners for the Execution of the Powers hereby veſted in them, at leaſt fifteen Days before ſuch Meeting, and ſhall alſo give Notice of every ſubſequent Meeting on the *Sunday* next preceding the ſame reſpectively; Meetings by Adjournment only excepted.

Commiſſioners to give 15 Days Notice of their firſt Meeting in the Pariſh Church of *Giggleſwick*.

And it is hereby further Enacted, by the Authority aforeſaid, That when, and as often as any Commiſſioner or Commiſſioners appointed by this Act, or to be elected in Manner herein-after mentioned, ſhall die, or refuſe to act, it ſhall and may be lawful for ſuch of the ſaid Commiſſioners as ſhall ſurvive, or be willing to act, or any one or more of them, from Time to Time, within thirty Days next after the Death or Refuſal of ſuch Commiſſioner or Commiſſioners, by any Inſtrument in Writing under his or their Hand and Seal, or Hands and Seals, to elect, nominate, and appoint one or more fit Perſon or Perſons (not intereſted in the ſaid Incloſure) to be a Commiſſioner or Commiſſioners, inſtead of every Commiſſioner or Commiſſioners ſo from Time to Time dying, or refuſing to act as aforeſaid; and every ſuch Commiſſioner or Commiſſioners, ſo to be appointed, ſhall have the like Powers and Authorities, by Virtue of this Act, as the Commiſſioner or Commiſſioners in whoſe Place he or they ſucceed was or were inveſted with; which ſaid Inſtrument ſhall likewiſe within fourteen Days after ſuch Election be inrolled in the publick Regiſter-Office in *Wakefield* aforeſaid; and the Regiſter of the ſaid Office, or his Deputy, is hereby required to inrol the ſame, for the uſual Fees to be taken, by Virtue of the ſaid Act, for the inrolling Bargains and Sales of Lands; and a true Copy of ſuch Inrollment, ſigned by the ſaid Regiſter, or his Deputy, ſhall be allowed as Evidence in all Courts of Law or Equity.

Commiſſioners refuſing to act, or dying, new ones to be choſen.

Provided nevertheleſs, That Notice be given in the Pariſh-Church of *Giggleſwick* aforeſaid, upon ſome *Sunday* immediately after divine Service, of the Time and Place of meeting to chooſe ſuch Commiſſioners, at leaſt ten Days before every ſuch Meeting.

Ten Days Notice of the Time and Place of Meeting to chuſe new Commiſſioners.

And for preventing all unneceſſary Obſtructions in the ſaid intended Incloſure and Diviſion, and to determine all Complaints, Differences, and Diſputes that may ariſe, or be made by any Perſon or Perſons claiming or ſetting up any Right or Title to any Cattle-Gate or Cattle-Gates, Sheep-Gate or Sheep-Gates, or touching

Arbitrators to determine Claims.

or concerning his, her, or their Right or Title thereto reſpectively, in or upon the ſaid two Stinted Paſtures or Commons, ſo intended and appointed to be incloſed as aforeſaid, or of and concerning or relating to the Lots or Shares to be aſſigned or allotted to any Perſon or Perſons reſpectively by the ſaid Commiſſioners, and their Succeſſors or Survivors, or any three or more of them, in Purſuance of this Act, **Be it Enacted**, by the Authority aforeſaid, That all ſuch Claims, Complaints, Differences, and Diſputes, ſhall by the ſaid Commiſſioners be referred to *Thomas Carr*, of *Settle*, in the County of *York*, Gentleman; *Thomas Salisbury*, of *Settle* aforeſaid, Gentleman; and *James Farrer*, of *Clapham*, in the ſaid County of *York*, Gentleman, or any two of them, who are hereby nominated, authorized and appointed, finally to hear and determine all ſuch Claims, Complaints, Differences, and Diſputes, either by Examination of Witneſſes upon Oath to be adminiſtered by the ſaid Arbitrators, or their Succeſſors or Survivors, or any one or more of them, (which Oath the ſaid Arbitrators, or any one or more of them, are hereby impowered to adminiſter) or by ſuch other Evidence, Proof, Ways, or Means, as to them ſhall ſeem requiſite and expedient in that Behalf; and ſuch final Determination or Award by the ſaid Arbitrators, or any two of them, ſhall be made in Writing, under their Hands and Seals, within ſuch Time after ſuch Reference ſhall be made to them by the ſaid Commiſſioners, or any three of them, as the ſaid Commiſſioners ſhall direct or appoint, provided the ſame doth not exceed the Time by this Act limited for the making the ſaid Award of the ſaid Commiſſioners; and ſuch Award and Determination ſhall be final and concluſive to all Perſons whatſoever.

Arbitrators dying, or refuſing to act, new ones to be choſen.

And be it further Enacted, by the Authority aforeſaid, That when, and ſo often as any Arbitrator or Arbitrators, herein-before named and appointed for the Purpoſes aforeſaid, ſhall die, or refuſe to act, it ſhall and may be lawful for ſuch of the Commiſſioners, acting under the Authority of this Act for the Time being, or any three of them, by any Writing or Writings under their Hands and Seals, from Time to Time, to elect, nominate, and appoint one or more fit Perſon or Perſons (not intereſted in the ſaid Incloſure) to be an Arbitrator or Arbitrators, in the Room or Place of ſuch Arbitrator or Arbitrators ſo dying, or refuſing to act as aforeſaid; and ſuch Perſon or Perſons ſo to be elected, nominated, and appointed, ſhall and may, and they are hereby authoriſed and empowered to act in the Premiſes in as full, large, and ample Manner, to all Intents and Purpoſes, as the ſaid Arbitrators hereby nominated and appointed are authoriſed and empowered to act.

Expences to be paid by the Owners of Cattle-Gates and Sheep-Gates, according to the Number each of them ſhall be intituled unto.

And it is hereby further Enacted and Declared, by the Authority aforeſaid, That the Charges and Expences of paſſing this Act, and of the ſurveying, maping, dividing, and alloting the ſaid two Stinted Paſtures or Commons ſo intended to be incloſed as aforeſaid, and of the preparing and inrolling the ſaid Award and Inſtruments, and all other the Charges and Expences of the ſaid Commiſſioners and Arbitrators, and other neceſſary Expences in, about, and concerning the Premiſes, ſhall be borne and defrayed by all the Owners and Proprietors of Cattle-Gates and Sheep-Gates, in and upon the ſaid two Stinted Paſtures or Commons ſo directed to be incloſed, according to, and in Proportion to the Number of Cattle-Gates and Sheep-Gates each Owner or Proprietor ſhall appear to be intitled unto in or upon the ſaid two Stinted Paſtures or Commons as aforeſaid, to be ſettled, adjuſted, aſcertained, and determined by the ſaid Commiſſioners, and their Succeſſors or Survivors, or any three or more of them; and that in Caſe any ſuch Owner or Owners ſhall refuſe, or neglect to pay his, her, or their Share or Proportion of ſuch Charges and Expences, within the Time to be limited by

by the ſaid Commiſſioners, or any three or more of them, to ſuch Perſon or Perſons as they ſhall appoint; then the ſaid Commiſſioners, or any three or more of them, ſhall and may, by Warrant under their Hands and Seals, directed to any Perſon or Perſons whatſoever, cauſe the ſame to be levied, by diſtraining and ſelling the Goods and Chattels of the Proprietor or Proprietors ſo refuſing or neglecting to pay the ſame, rendering the Overplus (if any) to the Owner or Owners of ſuch Goods and Chattels, the reaſonable Coſts and Charges of taking or making ſuch Diſtreſs or Diſtreſſes and Sale, being thereout firſt deducted and paid.

Saving to the King, &c.

Saving to the KING's Moſt Excellent Majesty, his Heirs and Succeſſors, and all and every Perſon and Perſons, Bodies Politick and Corporate, his, her, and their Heirs, Succeſſors, Executors, and Adminiſtrators (other than, and except the ſaid Lord or Lords of the Manor or Lordſhip, and all and every the Owners and Proprietors claiming, or intitled to any Cattle-Gate or Cattle-Gates, Sheep-Gate or Sheep-Gates, in, over, or upon the ſaid two Stinted Paſtures or Commons, ſo intended to be incloſed as aforeſaid for the Time being) all ſuch Right, Title, and Intereſt, as they, every, or any of them had and enjoyed of, in, to, or out of the ſaid two Stinted Paſtures or Commons, ſo intended and appointed to be incloſed as aforeſaid, before the paſſing this Act, or could or might, or ought to have had, held, or enjoyed, in Caſe this Act had not been made.

An ACT *for eſtabliſhing and confirming Articles of Agreement for dividing and incloſing two Stinted Paſtures or Commons called* Settle Banks High Scarr, *and* Scaleber, *within the Townſhip of* Settle, *in the County of* York.

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AN

ACT

FOR

Dividing and Incloſing Newton *Moor, or* Newton *Common, within the Manor of* Newton cum Benningbrough, *in the County of* York.

WHereas Articles of Agreement were lately made and entered into between *John Bourchier*, Lord of the Manor of *Newton cum Benningbrough*, in the County of *York*, and divers other Perſons, being Freeholders and Owners of Lands, Tenements, and Hereditaments, in the Townſhip of *Newton*, in the ſaid County of *York*, in the Words or to the Effect following; that is to ſay, Articles of Agreement made, concluded, and agreed, this Twentieth Day of *January*, in the Year of our Lord One thouſand Seven hundred and Fifty-eight, between *John Bourchier* of *Benningbrough*, in the County of *York*, Eſquire, of the one Part; and the ſeveral Perſons whoſe Hands and Seals are hereunto ſet and ſubſcribed, of the other Part, as follows; Whereas the ſaid *John Bourchier* is Lord of the Manor of *Newton cum Benningbrough*, in the County of *York* aforeſaid, within which Manor is a large Piece of waſte Ground, called or known by the Name of *Newton* Moor, or *Newton* Common, containing by Eſtimation Nine hundred Acres, the Soil of which belongs to the ſaid *John Bourchier*, as Lord of the ſaid Manor; and the ſeveral Perſons and Parties hereto have Right of Common therein, appurtenant to their reſpective Meſſuages, Cottages, and Frontſteads, within the Townſhip of

Newton aforeſaid; and the ſaid *John Bourchier* is alſo Impropriator of the Tythes, both great and ſmall, ariſing thereupon: And whereas it will be for the Benefit and Advantage of all Perſons having Right of Common upon the ſaid Moor or Common, to have the ſame divided and incloſed, and to have Allotments and Shares thereof, in Severalty, in Lieu and Satisfaction of their ſeveral Rights of Common, it is therefore hereby covenanted, concluded, and agreed, by and between all the Parties to theſe Preſents, as follows; that is to ſay, That Forty Acres, Parcel of the ſaid Moor or Common (Quantity and Quality conſidered), ſhall, in the Firſt place, be ſet out and allotted unto the ſaid *John Bourchier*, and his Heirs, in lieu and full Satisfaction of all Tythes he is, or might otherwiſe hereafter be, intitled unto, ariſing or renewing upon the ſaid Moor or Common; and that all ſuch Shares as ſhall be allotted unto the ſeveral Perſons intereſted in the ſaid Moor or Common, ſhall be by them reſpectively held and enjoyed, free and exempt from all Kind of Tythe whatſoever: Alſo it is agreed, that the Reſidue of the ſaid Moor or Common ſhall be ſet out, divided, and allotted, amongſt all the Owners of Meſſuages, Cottages, and Frontſteads, having Right of Common upon the ſame, in Manner following; that is to ſay, To every Owner of a Meſſuage, or Frontſtead where a Meſſuage has been, a double Share or Allotment (Quantity and Quality conſidered), to what ſhall be allotted unto each Owner of a Cottage, or Frontſtead where a Cottage hath been, in lieu of all their ſeveral and reſpective Rights of Common, no Regard being had to the Lands of ſuch Owners, or to the Largeneſs or Value of any Houſe: And whereas ſeveral of the ſaid Meſſuages, Cottages, and Frontſteads, are held by the preſent Poſſeſſors by Leaſes, for long Terms of Years, under the Anceſtors of the ſaid *John Bourchier*, or thoſe under whom he claims, it is therefore agreed that ſuch Allotments as ſhall be made to the ſaid Leſſees, ſhall be made for and during the Reſidue of ſuch Terms only as are now ſubſiſting in the ſaid Meſſuages, Cottages, and Frontſteads reſpectively, with the Reverſion or Remainder unto the ſaid *John Bourchier*, and his Heirs; and that all Allotments to be made ſhall be and enure unto the ſame Uſes and Truſts, and for ſuch and the ſame Eſtates, and under and ſubject to the ſame Limitations, Remainders, Leaſes, and Incumbrances, as the ſeveral Meſſuages, Cottages, and Frontſteads, in Right of which the ſaid Allotments ſhall be made, are and ſtand ſubject and liable to: And it is agreed by and between all the ſaid Parties hereto, that *Robert Bewlay* the elder, of the Suburbs of the City of *York*, Gentleman, *Robert Bewlay* the younger, of the ſame Place, Gentleman, and *Samuel Milbourne*, of *Kirby Grindalyth*, in the ſaid County of *York*, Gentleman, ſhall be Commiſſioners for ſetting out, dividing, and allotting, the ſaid Moor or Common, to and amongſt the Parties to theſe Preſents, and all Perſons having Right of Common, in the ſame in Manner as above agreed upon, in Lieu, Satisfaction, and Recompence, of every of their Rights of Common, and all other their or any of their Rights, Titles, or Intereſt, in the ſaid Moor or Common; and for that Purpoſe ſhall, on or before the Firſt Day of *October*, which ſhall be in the Year of our Lord One thouſand Seven hundred and Fifty-nine, ſurvey, or cauſe the ſame to be ſurveyed, and ſhall and may ſet out and appoint all ſuch publick and private Roads, Ways, Ditches, Fences, Drains, Bridges, Gates, and Stiles, as they ſhall think neceſſary and convenient, in

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and upon the ſaid Lands and Grounds ſo to be divided and incloſed; all ſuch publick High Roads to be repaired by the Inhabitants of the ſaid Townſhip of *Newton*, and the ſaid private Roads to be repaired, and the ſaid Ditches, Fences, Drains, Bridges, Gates, and Stiles, to be made, cleanſed, and maintained, by ſuch Perſon or Perſons, and in ſuch Manner, as the ſaid Commiſſioners, or any Two of them, ſhall award: And after ſuch publick Highways ſo ſet out, it ſhall not be lawful for any Perſon to uſe any antient Way over the Land ſo intended to be incloſed: And that the ſaid Commiſſioners, or any Two of them, and their Succeſſors, or any Two of them, ſhall have full Power and Authority to do and perform all other Matters and Things neceſſary for the perfecting, compleating, and carrying into Execution, the Agreements of the Parties in theſe Preſents: And further, That the ſaid Commiſſioners, or any Two of them, ſhall, on or before the Firſt Day of *October*, which ſhall be in the Year of our Lord One thouſand Seven hundred and Sixty, make, or cauſe to be made, their Award, in Writing, ſealed with their Seals, expreſſing the Qantities and Contents of the ſeveral Shares and Allotments of each particular Owner; which Award ſhall within Three Months after the Execution thereof be inrolled in the Regiſter-Office at *North Allerton*, in the North Riding of the ſaid County of *York*: And further, That the ſaid Commiſſioners, or any Two of them, and their Succeſſors, or any of them, ſhall be Arbitrators finally to hear and determine all Differences and Diſputes which ſhall or may ariſe between the Parties, or any Perſon or Perſons claiming or to claim any Right of Common in or upon the ſaid Moor or Common, and to make their Award in Writing thereupon, which ſhall be final and concluſive to all Perſons whomſoever as to all ſuch Claims, Differences, or Diſputes: And in caſe any of the above-named Commiſſioners ſhall happen to die, or refuſe to act, then the ſurviving Commiſſioner or Commiſſioners ſhall and may, by any Writing under their Hands and Seals, appoint One or more fit Perſon or Perſons in the room of ſuch Perſon or Perſons ſo dying or refuſing to act, which Perſon or Perſons, ſo elected or appointed, ſhall have the ſame Power and Authority, to all Intents and Purpoſes, as the Commiſſioners above-named: Provided always, That the ſaid Commiſſioners and every of them ſhall, in making the ſeveral Allotments, have a due and equal Regard to the Convenience and Advantage of each Perſon intereſted therein, and to the real Value (Quantity and Quality conſidered), as well of the Share and Intereſt each Perſon hath in the ſaid Moor or Common to be divided, as of their ſeveral Shares and Allotments to be ſet up in lieu thereof: And it is further agreed by all the Parties to theſe Preſents, that Application ſhall be forthwith made to Parliament, and an Act of Parliament be endeavoured to be obtained for the carrying into Execution and completing the ſaid Incloſure and Diviſion, and the ſeveral Matters and Things herein agreed upon; and in which Act ſuch further Powers ſhall be given and granted to the ſaid Commiſſioners, as are uſually given to Commiſſioners in Caſes of this Sort: And that *Chriſtopher Goulton*, of *Highthorne*, in the ſaid County of *York*, Gentleman, ſhall be employed as Agent to apply for and procure the ſame, and to do all Acts which, in his Judgment, ſhall appear neceſſary for promoting and rendering effectual, the ſaid Incloſure and Diviſion, and to employ Counſel and Sollicitors, and pay and diſburſe all Charges and Expences in obtaining the ſaid Act, and

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in and about the ſupporting and defending thereof, againſt all Perſons whomſoever, and all Suits in and about the ſame: And it is hereby mutally agreed by all the Parties to theſe Preſents, that they will pay and reimburſe the ſaid *Chriſtopher Goulton* all Charges and Expences whatſoever, touching or concerning the Premiſes, and for his Trouble therein, and that proportionably, according to the Number of Meſſuages, Cottages, and Frontſteads, or Parts or Shares thereof, having Right of Common upon the ſaid Moor or Common, each Party is poſſeſſed of, and according to their ſeveral Shares and Allotments, the ſaid *John Bourchier* hereby agreeing to pay his Proportion for the ſaid Forty Acres to be allotted to him, in lieu of his ſaid Tythes as aforeſaid: And it is further agreed, That nothing herein contained ſhall prejudice the Right of the ſaid *John Bourchier*, of, in, or to, his Royalties or Seigniory, as Lord of the ſaid Manor of *Newton cum Benningbrough*; but that he and all future Lords of the ſaid Manor ſhall and may enjoy the ſame, and all Incidents thereto, in as full and ample a Manner as he now holds and enjoys the ſame; and that the ſaid *John Bourchier* ſhall have his proportionable Share and Allotments, as Owner of Meſſuages, Cottages, and Frontſteads, in the ſaid Townſhip of *Newton*, as well as the ſaid Forty Acres as Impropriator, in lieu of the Tythes ariſing from the ſaid Moor and Common as above-mentioned: In Witneſs whereof the Parties to theſe Preſents have hereunto interchangeably ſet their Hands and Seals, the Day and Year firſt above-written:

John (:‖:) *Bourchier*,
Will. (:‖:) *Headley*,
Rich. (:‖:) *Burton*,
Benj. (:‖:) *Burton*,
William (:‖:) *Tweedy*,
Tho. (:‖:) *Burton*,
The Mark of
Geo. × (:‖:) *Hare*,
Robert (:‖:) *Calvert*,

The Mark of
Katherine × (:‖:) *Lickiſs*,
William (:‖:) *Wedrell*,
The Mark of
Mary × (:‖:) *Buckſhaw*,
Robert (:‖:) *Sawyer*,
William (:‖:) *Thornton*,
The Mark of
Ann × (:‖:) *Cuſſans*,
Geo. (:‖:) *Clarke*,

The Mark of
Elizabeth × (:‖:) *Cowper*,
John (:‖:) *Headley*,
Ann (:‖:) *Ewbank*,
Tho. (:‖:) *Maugham*,
Rob. (:‖:) *Headley*,
Mary (:‖:) *Headley*,
The Mark of
Deborah × (:‖:) *Thompſon*:

And whereas the executing and effecting the ſaid Agreement would be for the mutual Benefit and Advantage of the ſeveral Perſons intereſted in the ſaid Common or waſte Ground, and contribute to the Improvement of their reſpective Eſtates and Properties in the ſaid Townſhip of *Newton*, and be of publick Utility; **Yet** the ſame cannot be eſtabliſhed and rendered effectual, to anſwer the Intention of the Parties, without the Aid and Authority of an Act of Parliament;

May it therefore pleaſe Your MAJESTY;

That it may be **Enacted**; **And be it Enacted**, by the KING's moſt Excellent MAJESTY, by and with the Advice and Conſent of the Lords Spiritual and Temporal, and Commons, in this preſent Paliament aſſembled, and by the Authority of the ſame, That the ſaid Articles of Agreement, herein before ſet forth and recited, and the ſeveral Covenants, Agreements, Clauſes, Matters, and Things therein contained, ſhall be, and

and the ſame are hereby, ratified, eſtabliſhed, and confirmed, according to the Tenor and true Meaning thereof, as fully and effectually, to all Intents and Purpoſes, as if the ſame had been hereby expreſly enacted; and that ſaid *Robert Bewlay* the elder, *Robert Bewlay* the younger, and *Samuel Milbourn*, ſhall be and are hereby nominated and appointed Commiſſioners for the dividing and allotting the ſaid Moor or Common, and for the Executing the ſeveral other Powers herein-after mentioned; and that they the ſaid Commiſſioners and their Survivors, or any Two of them, ſhall and may, within the Time in and by the ſaid Articles limited or appointed in that Behalf, make or cauſe to be made ſuch Survey and Admeaſurement of the ſaid Moor or Common, ſo intended to be divided as aforeſaid, as is hereby appointed, provided, and agreed upon; and ſhall and do, within Six Calendar Months after ſuch Survey and Admeaſurement ſhall be ſo made, ſet out, divide, apportion, and allot, all the Lands and Grounds contained in the ſaid Moor unto and amongſt the ſaid *John Bourchier*, and other the Perſons intitled to the ſame, by virtue of, and according to the Tenor and true Meaning of, the ſaid Articles, in Manner and ſubject to the Rules and Directions herein-after mentioned: that is to ſay, Do and ſhall, in the Firſt place, ſet out and allot ſuch Piece or Parcel of Land, Part of the Moor or Common ſo intended to be incloſed as aforeſaid, in One intire Plot, with regard to the Quality thereof, as ſhall, in the Judgment of the ſaid Commiſſioners, or any Two of them, be an Equivalent for Forty Acres of the ſaid Moor, unto and for the ſaid *John Bourchier*, Lord of the ſaid Manor of *Newton cum Benningbrough*, over and above and excluſive of ſuch Share and Allotment of the ſaid Moor or Common, as is herein-after directed to be allotted to him, as Owner, and in reſpect of any Meſſuages, Cottages, and Frontſteads, in the Townſhip of *Newton* aforeſaid, and which ſaid Plot or Parcel of Ground, ſo to be allotted to the ſaid *John Bourchier*, as and for Forty Acres as aforeſaid, ſhall be in Lieu, and Satisfaction, and Compenſation, as well for all his Tythes, of what Nature or Kind ſoever, ariſing or to ariſe out of the ſaid Moor or Common, ſo intended to be incloſed, as alſo for his Right and Intereſt in and to the Soil of the ſaid Moor or Common, and his Conſent to the Dividing and Incloſing of the ſame.

And it is hereby further Enacted, That the ſaid Commiſſioners, and their Succeſſors, or any Two or more of them, ſhall and may ſet out, divide, and allot, the Reſidue of the ſaid Moor or Common, ſo intended to be incloſed as aforeſaid, unto and amongſt the ſaid *John Bourchier*, and the ſeveral other Perſons, Owners and Occupiers of Meſſuages, Cottages, and Frontſteads, in the Townſhip of *Newton* aforeſaid, in lieu of and as an Equivalent for their reſpective Common Right in and upon the ſaid Moor, ſo as that the Share or Allotment of the Owers or Occupiers of any Meſſuage or Frontſtead, or Toft where a Meſſuage formerly ſtood, ſhall, Quantity and Quantity conſidered, be double the Share which ſhall be ſet out or allotted to any Owner or Occupier of a Cottage, or Frontſtead, or Toft where a Cottage formerly ſtood, and ſo as in the ſaid Allotments no Regard ſhall be had to the Lands of any ſuch Owner or Occupier, or to the Dimenſions, Rent, or Value, of any Houſe.

Provided always, and it is hereby Enacted and Declared, That nothing herein contained ſhall extend, or be conſtrued to extend, to impower the ſaid Commiſſioners, or any of them, to give any undue Preference to any of the Parties intereſted in the ſaid intended Incloſure and Diviſion; but that the ſaid Commiſſioners in ſuch Diviſion and Allotments reſpectively ſhall have a due Regard as well to the Quality as the Quantity of the Lands and Grounds ſo to be divided and allotted as aforeſaid; and alſo ſhall ſet out and allot the Lands and Grounds of the ſeveral Parties reſpectively as near to and commodious for their ſeveral Meſſuages, Cottages, and Frontſteads, as the ſame can conveniently be done.

And it is hereby further Enacted, That the ſaid Commiſſioners, and their Succeſſors, or any Two of them, ſhall and may ſet out and appoint all ſuch publick and private Ways and Roads, Ditches, Fences, Drains, Bridges, Gates, and Stiles, as they ſhall think neceſſary or convenient, in, over, and upon, the Lands ſo intended to be divided and incloſed as aforeſaid (ſo as all ſuch publick Highways and Roads ſo to be ſet out be of the Breadth of Forty Feet at leaſt between and excluſive of the Ditches): And alſo ſhall and may order, direct, and appoint, by whom and in what Time and Manner ſuch private Roads and Ways, Ditches, Fences, Drains, Bridges, Gates, and Stiles, ſhall reſpectively be, from time to time, repaired, maintained, and kept in Repair: And alſo ſhall and may divide and alter the Courſe of any of the Springs, Streams, or Watercourſes, within any Part of the ſaid Moor or Common, ſo to be divided and incloſed as aforeſaid, for the Conveying of Water to and for the Benefit of the ſeveral Allotments ſo to be made as aforeſaid; provided that all ſuch publick and common Highways as ſhall be ſet out and appointed in purſuance of this Act, ſhall, from time to time, be repaired and kept in Repair by ſuch Perſon and Perſons as ſhall for the Time being be liable or obliged to repair the ſame by the Laws and Statutes for repairing Highways now in force and being: And that, after ſuch Ways and Roads ſhall be ſet out and made, it ſhall not be lawful for any Perſon or Perſons, in any Manner whatſoever to uſe any other publick or private Road, Way, or Paſſage, in, upon, or over the ſaid Moor or Common ſo to be divided and incloſed as aforeſaid, or any of them: And that it ſhall not be lawful for any Perſon or Perſons to turn any Sheep into any of the Lands, Ways, or Paſſages, on either Side whereof any ne Fences ſhall be made, for the Space of Seven Years after making the Award herein after-mentioned.

And, for preventing all Differences and Diſputes relating to the ſaid intended Diviſion and Incloſure, **It is hereby further Enacted,** by the Authority aforeſaid, That the ſaid Commiſſioners, or any Two of them, ſhall, on or before the Firſt Day of *October* which ſhall be in the Year of our Lord One thouſand Seven hundred and Sixty, form, prepare, and make, or cauſe to be formed, prepared, and made, an Award or Inſtrument, in Writing, which ſhall expreſs, ſpecify, and contain, the Quantity and Contents, in Statute Meaſure, of the ſaid Moor or Common, ſo intended to be divided and incloſed as aforeſaid, and the Quality and Contents, Situation, Buttals, and Boundaries, of the ſeveral

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and reſpective Allotments which ſhall be made in purſuance of this Act to each and every of the Proprietors and Perſons intereſted therein; and ſhall alſo contain proper Orders and Directions concerning the Roads and Ways, Fences, Ditches, Drains, Bridges, Gates, and Stiles, to be made, laid out, maintained, and repaired, as aforeſaid, and all ſuch other Orders, Directions, and Regulations, as they the ſaid Commiſſioners, or any Two of them, ſhall think neceſſary or proper for the perfecting and completing the ſaid intended Diviſion and Incloſure, according to the true Intent and Meaning of this Act; which Award or Inſtrument ſhall be fairly ingroſſed upon Parchment, and ſealed and delivered by the ſaid Commiſſioners, or their Succeſſors, or any Two of them, and ſhall be inrolled at length in the publick Regiſter-Office for regiſtering Deeds at *North Allerton*, in the North Riding of the ſaid County of *York:* And the Regiſter of the ſaid North Riding, or his Deputy, is hereby required to inroll the ſaid Award amongſt the Inrolments of Bargains and Sales of Lands in the ſame Riding, and to take ſuch Fees only as are due for inrolling any ſuch Bargains and Sales; and when ſo inrolled, ſhall be lodged in the ſaid Office, to the end Recourſe may be had to the ſame, by any Perſon or Perſons intereſted in the ſaid Incloſure; and a true Copy of ſuch Inrolment, ſigned by the ſaid Regiſter of the ſaid Office, ſhall, from time to time, be admitted and allowed as legal Evidence in all Courts of Law and Equity; and which Copy the ſaid Regiſter of the ſaid Office is hereby required to make, and deliver to any Perſon or Perſons requiring the ſame, he or they paying for ſuch Copy Two Pence *per* Sheet, reckoning Seventy-two Words to each Sheet, and for every Inſpection or Peruſal of ſuch Inrolment One Shilling and no more.

And it is hereby further Enacted, by the Authority aforeſaid, That immediately after the finiſhing the ſaid Diviſion and Allotments, and the Execution of ſuch Award or Inſtrument, as aforeſaid, all and all manner of Right of Common, or Common of Paſture, belonging to, or claimed by, any Perſon or Perſons whatſoever, in, over, and upon, the ſaid Moor or Common, ſhall abſolutely ceaſe and be extinguiſhed; and the ſaid reſpective Shares and Allotments of the ſaid Moor or Common ſhall from thenceforth be abſolutely freed and diſcharged from the Payment of all Tythes and Eccleſiaſtical Dues whatſoever.

And whereas the Curate of *Newton cum Benningbrough* aforeſaid is intitled to One Houſe and Garth, adjoining to the ſaid *John Bourchier* on the North, and *William Gray* on the South, and to a yearly Stipend or clear yearly Sum of Forty Pounds, payable by the ſaid *John Bourchier*, Impropriator of the Rectory of *Newton* aforeſaid, out of the Tythes belonging to the ſaid Rectory; **Now it is hereby further Enacted and Declared**, That the ſaid yearly Stipend or Sum of Forty Pounds ſhall be and remain a Charge upon, and be paid and payable out of, the ſaid Tythes, by the ſaid *John Bourchier*, and the reſpective Owners and Proprietors of the ſaid Rectory and Tythes, to the ſaid Curate, and his Succeſſors, for ever; and that the ſaid Houſe and Garth ſhall alſo remain, continue, and be, to and to the ſaid Curate, and his Succeſſors, for ever; any thing herein contained to the contrary notwithſtanding.

Provided always, That nothing herein contained ſhall prejudice, defeat, or impeach, the Right, Title, or Intereſt of the Curate of *Newton cum Benningbrough* of, in, and to, any Surplice Fees and Offerings ariſing within the ſaid Pariſh of *Newton cum Benningbrough* aforeſaid.

And whereas it is requiſite and neceſſary that ſome convenient Time ſhould be fixed for every Perſon intitled to any Part of the ſaid intended Incloſure to accept of their reſpective Allotments and Shares, **Be it therefore further Enacted,** by the Authority aforeſaid, That all and every Perſon and Perſons to and for whom any Allotment or Allotments ſhall be made of the ſaid Moor or Common, ſo to be divided and incloſed, ſhall and do, and they are hereby required, to accept his, her, and their, reſpective Allotments within the Space of Six Calendar Months next after the Execution of the ſaid Award or Inſtrument, and publick Notice, in Writing, affixed on the South Door of the Pariſh Church of *Newton* aforeſaid for that Purpoſe: And in caſe any Perſon or Perſons ſhall neglect or refuſe to accept his, her, or their, Share or Allotment, within the Time aforeſaid, ſuch Perſon or Perſons ſo neglecting or refuſing ſhall be totally excluded from having or receiving any Benefit or Advantage by the ſaid intended Diviſion and Incloſure (ſave upon the Terms herein after expreſſed), and ſhall alſo be excluded from any Eſtate, Intereſt, or Right of Common, in any of the Lands to be allotted to any other Perſon or Perſons, as aforeſaid.

Provided always, and it is hereby further Enacted and Declared, That the Executors in Truſt, Guardians, Huſbands, Truſtees, or Attorneys of any Perſon or Perſons being Minors, under Coverture, or beyond the Seas, or otherwiſe incapable by Law to accept their ſaid Allotments, ſo to be made as aforeſaid, ſhall be and are hereby enabled and required to accept thereof, for the Uſe of ſuch Perſon or Perſons ſo incapacitated as aforeſaid; and ſuch Acceptance ſhall be, and is hereby declared to be, as valid and effectual as if the ſaid Perſon or Perſons for whom the ſame ſhall be made reſpectively was or were capable of acting for themſelves; any thing herein contained to the contrary notwithſtanding.

Provided alſo, That the Non-claim or Non-acceptance of any Guardian, Huſband, Committee, Truſtee, or Attorney, ſhall not exclude or prejudice the Claim or Acceptance of any Perſon under ſuch Diſability or Incapacity as aforeſaid, who ſhall claim or accept within Twelve Calendar Months after ſuch Diſability or Incapacity removed, or of any Perſon or Perſons intitled as Heir, or in Remainder, after the Death of any Perſon dying under ſuch Diſability or Incapacity, who ſhall claim or accept within Twelve Calendar Months after his, her, or their Right, Title, or Intereſt, ſhall have deſcended, veſted, or accrued.

Provided alſo, That nothing herein contained ſhall extend, or be conſtrued, to revoke, alter, or annul, any Deed, Will, Settlement, or Leaſe, or to prejudice any Perſon or Perſons having or claiming any Right, Intereſt, or Charge, whatſoever, in, to, or upon, or any-ways affecting, any of the Meſſuages, Cottages, or Frontſteads, Commons, or Common Rights, in the ſaid Moor or Common, or any Part or Parcel thereof reſpectively; but

but that the ſeveral Lands and Grounds to be aſſigned and allotted upon the ſaid intended Diviſion and Incloſure to the ſeveral Proprietors of the ſaid Moor or Common, or Common Rights, reſpectively, ſhall, immediately after ſuch Allotment made, be, remain, and enure, and be held and enjoyed, and the ſeveral Perſons to whom the ſame ſhall be aſſigned and allotted, ſhall from thenceforth ſeverally and reſpectively ſtand, and be ſeiſed and poſſeſſed thereof, to ſuch and the ſame Uſes, and to, for, and ſubject to, ſuch and the ſame Eſtates, Uſes, Truſts, Powers, Wills, Leaſes, Limitations, Remainders, Charges, Rents, Services, and Incumbrances, as the ſeveral Commons, or Common Rights, in lieu or in reſpect whereof ſuch ſeveral and reſpective Allotments ſhall by virtue of this Act be ſo made and aſſigned as aforeſaid, ſhould and would have been ſubject and liable to be charged with and affected by in caſe this Act had not been made.

And it is hereby further Enacted, That when the Lands, ſo to be divided and allotted as aforeſaid, ſhall be ſet out and aſcertained by ſuch Award or Inſtrument as aforeſaid, the ſeveral Perſons to whom the ſame ſhall be ſo ſet out and allotted reſpectively, or their reſpective Heirs or Aſſigns, ſhall, at their own Expence reſpectively, incloſe, hedge, ditch, and fence, each their ſeveral and reſpective Allotments, within ſuch Time and in ſuch Manner as the ſaid Commiſſioners, or any Two of them, ſhall direct or appoint.

And it is hereby further Enacted, That the Coſts, Charges, and Expences, in and about the making and executing the ſaid Articles, in and about the obtaining and paſſing this Act, and the making ſuch Survey and Admeaſurement as aforeſaid, and all the Charges and Expences of the ſaid Commiſſioners in and about making their ſaid Award, and the Charges of inrolling the ſame, as aforeſaid, and other incidental Charges and Expences whatſoever, for or by reaſon of the ſaid intended Diviſion and Allotments, and the carrying this Act into Execution, ſhall be jointly borne and paid by the reſpective Owners and Perſons to whom the ſaid Lands and Grounds ſo to be divided and incloſed ſhall reſpectively be allotted, in proportion to the Number of their Meſſuages, Cottages, and Frontſteads, and Rights of Common, which every ſuch Owner now hath therein, or in reſpect whereof any Allotment or Allotments ſhall be to him, her, or them, made: And in caſe any Perſon or Perſons ſhall refuſe or neglect to pay his, her, or their Share or Shares of the ſaid Charges and Expences, to ſuch Perſon or Perſons, and within ſuch Time, as the ſaid Commiſſioners, or any Two of them, ſhall appoint, then the ſaid Commiſſioners, or any Two of them, may, by Warrant under their Hands and Seals, cauſe the ſame to be levied by Diſtreſs and Sale of the Goods and Chattels (whereſoever the ſame may be found) of the Perſon or Perſons reſpectively refuſing or neglecting to pay the ſame; rendering the Overplus (if any) upon Demand, to the Owner or Owners of ſuch Goods and Chattels, the reaſonable Charges attending ſuch Diſtreſs and Sale being firſt deducted and paid.

And it is hereby further Enacted, That in caſe any Perſon or Perſons ſhall neglect or refuſe to accept his, her, or their Allotment or Allotments

within the Times and according to the Proviſions herein before limited and provided, or ſhall neglect or refuſe to incloſe the ſame, or pay his, her, or their Proportions or Proportions of ſuch Coſts, Charges, and Expences, within ſuch time as ſhall be appointed by the ſaid Commiſſioners, or any Two of them, for thoſe Purpoſes reſpectively, it ſhall and may be lawful to and for the ſaid Commiſſioners, or any Two of them, if they ſhall think fit, to cauſe ſuch Allotment or Allotments reſpectively, or any of them, to be incloſed, hedged, fenced, and ditched, as they, or any Two of them, ſhall think proper, and to borrow and take up at Intereſt (ſo as ſuch Intereſt do not exceed Five Pounds for every One hundred Pounds for a Year) ſuch Sum and Sums of Money as ſhall be neceſſary and ſufficient to defray the Expences of incloſing, fencing, and ditching the ſame; and alſo ſuch Proportion or Proportions of any other the Charges, and Expences, and Compenſations, as ſhall be charged upon the ſame Allotment or Allotments, as aforeſaid; and, for ſecuring the Repayment thereof, with ſuch Intereſt as aforeſaid, the ſaid Commiſſioners, or any Two of them, ſhall and may, by Indenture or Indentures under their Hands and Seals, from time to time, grant and convey to any Perſon or Perſons who ſhall be willing to lend ſuch Money, on any Lands and Grounds which ſhall have been ſo allotted to the Perſon or Perſons neglecting or refuſing, as aforeſaid, for any Term or Number of Years, redeemable upon Payment of the Money ſo to be advanced, with ſuch Intereſt as aforeſaid; and the Money ſo to be raiſed ſhall be applied, in the Firſt place, for and towards the defraying the ſame Proportion or Proportions of ſuch Charges and Expences, and Compenſations, and the Reſidue (if any) ſhall go towards defraying the Expences of incloſing, fencing, and ditching, the ſame Allotment or Allotments: And the ſaid Commiſſioners, or any Two of them, ſhall alſo have Power, from time to time, after ſuch Neglect or Refuſal, as aforeſaid, to demiſe or let any Lands and Grounds which have been ſo allotted to him, her, or them, ſo neglecting or refuſing as aforeſaid, to any Perſon or Perſons, for any Term not exceeding Twenty-one Years, in Poſſeſſion, and not in Reverſion, at the beſt Rent that can be got for the ſame; and ſuch Rent ſhall be applied, in the Firſt place, in keeping down the Intereſt of the Money ſo to be borrowed, and the Reſidue thereof (if any) ſhall go to the Perſon or Perſons intitled to the ſaid Allotment for the Time being.

Provided always, That nothing herein contained ſhall be conſtrued to defeat, leſſen, or prejudice, the Right, Title, or Intereſt, of the ſaid *John Bourchier* of, in, or to, the Seignory and Royalties incident and belonging to him, as Lord of the ſaid Manor of *Newton cum Benningbrough*; but that the ſaid *John Bourchier*, and all future Lords of the ſaid Manor, ſhall and may, from time to time, and at all times for ever hereafter, hold and enjoy all Rents, Fines, Services, Courts, Perquiſites and Profits of Courts, and other Royalties and Seigniories to the ſaid Manor belonging or appertaining, in as full, ample, and beneficial Manner, to all Intents and Purpoſes, as he the ſaid *John Bourchier* now holds and enjoys the ſame; other than and except ſuch Right of Common, as could or might be claimed by him, as Lord of the ſaid Manor, or otherwiſe, upon the Premiſes ſo intended to be divided and incloſed.

And it is hereby further Enacted, That before any Meeting of the ſaid Commiſſioners for any the Purpoſes aforeſaid, Notice in Writing, under their Hands, or the Hands of any Two of them, ſhall be given and publiſhed on ſome *Sunday*, in the Pariſh Church of *Newton* aforeſaid, immediately after Divine Service, of the Time and Place where the ſaid Commiſſioners intend firſt to meet for the Purpoſes aforeſaid; which Notice ſhall be given Ten Days at the leaſt before ſuch Meeting; and ſuch Commiſſioners, or any Two of them, being ſo met according to ſuch Notice, they, or any Two of them ſo met, ſhall and may adjourn, and continue ſuch Meeting by Adjournments from time to time, for the Purpoſes aforeſaid, without giving any other ſuch Notice; but if any ſuch Meeting ſhall not be continued by Adjournment, then ſuch Notice as aforeſaid ſhall be given, from time to time, before any other ſuch Meeting ſhall be had as aforeſaid: And alſo that if any One or more of the ſaid Commiſſioners ſhall happen to die, or refuſe to act, before any Award ſhall be made and perfected as aforeſaid, then the ſurviving or acting Commiſſioner or Commiſſioners ſhall and may elect, within One Calendar Month after the Death or Refuſal of each ſuch Commiſſioner as aforeſaid, ſome other proper Perſon or Perſons, not intereſted in the Premiſes, to be a Commiſſioner or Commiſſioners, in the room of him or them ſo dying, or refuſing to act; and the Perſon or Perſons ſo to be elected, ſhall have the ſame and the like Powers and Authorities in the Premiſes, as the Commiſſioner or Commiſſioners, in whoſe room he or they ſhall ſucceed, is and are hereby inveſted with; and in the mean time, and in Default of ſuch Election, the ſurviving or acting Commiſſioner or Commiſſioners ſhall proceed in the ſaid intended Diviſion and Allotments, and in executing all the other Powers hereby given to the Commiſſioners above-named.

Saving always to the KING's moſt Excellent MAJESTY, his Heirs, and Succeſſors, and all and every other Perſon and Perſons, Bodies Politick and Corporate, his, her, and their Heirs, Succeſſors, Executors, and Adminiſtrators (Other than and except the Parties to the ſaid Articles, and all the Proprietors and Perſons intereſted as aforeſaid, in the ſaid Moor or Common, his, her, and their Heirs, Succeſſors, Executors, and Adminiſtrators, reſpectively); All ſuch Eſtate, Right, Title, and Intereſt, as they, every or any of them, had and enjoyed, of, in, to, or out of, the ſaid Moor or Common, before the Paſſing of this Act, or could or ought to have had and enjoyed, in caſe the ſame had not been made.

A

ACT

FOR

Dividing and Inclosing Newton *Moor, or* Newton *Common, within the Manor of* Newton cum Benningbrough, *in the County of* York.

[1758.]

31st George 2d c 27.

AN

ACT

FOR

Dividing and Incloſing the common and open Fields, common Paſtures, common Meadows, common Pieces, common Grounds, and waſte Grounds, in the Townſhip of Geydon, *in the Pariſh of* Biſhops Itchington, *in the County of* Warwick.

WHEREAS the common and open Fields, common Paſtures, common Meadows, common Pieces, common Grounds, and waſte Grounds, lying and being within the Townſhip of *Geydon*, in the Pariſh of *Biſhops Itchington*, in the County of *Warwick*, are computed to conſiſt of Forty-two Yardlands, or thereabouts, and are called or known by the ſeveral Names of *Geydon Quarter*, *Churchway Quarter*, *Longland Quarter*, *Blacon Quarter*, *Thorn Hill*, *Saken Holt*, *Holt Plain*, *The Heath*, *Long Brooks*, *The Meadow*; and in which ſaid ſeveral common and open Fields, Meadows, Paſtures, common Grounds, and waſte Grounds, the Owners and Proprietors have in reſpect thereof, time immemorial, enjoyed a Right of Common, at certain ſtated Times in the Year:

AND WHEREAS *Frederick* Lord Biſhop of *Litchfield* and *Coventry* is ſeiſed, in Right of his See, to him and his Succeſſors, of and in certain Rents and Payments iſſuing and payable out of ſeveral of the aforeſaid Lands and

 Grounds,

Grounds, lying and being in the open and common Fields of the ſaid Townſhip of *Geydon*, amounting to the Sum of Eleven Pounds Four Shillings a Year; and is alſo, in Right of his ſaid See, Patron of the Precentorſhip or Prebend of *Biſhops Itchington*, belonging to the Cathedral Church of *Litchfield*, in the County of *Stafford*:

And whereas the Reverend *Thomas Smalbroke*, Archdeacon of *Coventry*, as Precentor or Prebendary of the Prebend of *Biſhops Itchington* aforeſaid, is Patron and Vicar of the ſaid Pariſh Church of *Biſhops Itchington*; and as ſuch is poſſeſſed of, or intitled unto, all the Tythes of Corn and Grain, Hay, Lamb, and Wool, and to all ſmall and other Tythes and eccleſiaſtical Dues, ariſing, renewing, and increaſing, within the Townſhip of *Geydon* aforeſaid; and alſo to certain Parcels of Glebe Lands, lying diſperſedly in the ſaid common Fields of the ſaid Townſhip of *Geydon*:

And whereas *John Taylor*, Eſquire, is Lord of the Manor of the Townſhip of *Geydon*:

And whereas the Lands and Grounds, lying and being in the ſaid common and open Fields of the Townſhip of *Geydon* aforeſaid, do belong to the ſaid Reverend *Thomas Smalbroke*, as having the ſaid Glebe, in Right of his ſaid Vicarage; and to *John Aſkell Bucknall*, *Edmund Makepeace*, *Francis Fauquier*, *Thomas Garrett*, *James Newſham Craggs*, *Thomas Randall*, *Thomas Beardes*, *Godolphin Rooper*, *William Wright*, *Thomas Burdon*, *Richard Burbige*, *Thomas Jarrett*, and *William Howkins*:

And whereas the ſeveral Lands and Grounds of the ſaid Freeholders and Owners of Lands and Grounds, in the ſaid open and common Fields of the Townſhip of *Geydon* aforeſaid, do reſpectively lie intermixed and diſperſed, in ſmall Parcels, in and over the ſaid Fields, and are moſt of them inconveniently ſituated, with reſpect to their ſeveral Houſes, in the ſaid Townſhip of *Geydon*; and by reaſon thereof a ſufficient Quantity of Manure and Compoſt cannot, without great Difficulty and Expence, be conveyed to till the ſame, nor frequent Treſpaſſes and Diſputes amongſt the ſeveral Proprietors be prevented; and ſo long as the ſaid common Fields and common Grounds lie open, commonable, and unincloſed, they produce very little Profit to their reſpective Proprietors, and in their preſent Situation are incapable of Improvement:

And whereas the ſaid *Frederick* Lord Biſhop of *Litchfield* and *Coventry*, as Patron of the ſaid Prebend, and intitled to the ſaid Rents and Payments as aforeſaid, is willing, and the ſaid *Thomas Smalbroke*, as Patron and Vicar of the ſaid Pariſh Church of *Biſhops Itchington* aforeſaid, and alſo the ſaid *John Taylor*, as Lord of the ſaid Manor, *John Aſkell Bucknall*, *Edmund Makepeace*, *Francis Fauquier*, *Thomas Garrett*, *James Newſham Craggs*, *Thomas Randall*, *Thomas Beardes*, *Godolphin Rooper*, *William Wright*, *Thomas Burdon*, *Richard Burbige*, *Thomas Jarrett*, and *William Howkins*, the Owners and Proprietors of Lands and Grounds in the ſaid common and open Fields of the Townſhip of *Geydon* aforeſaid, are deſirous, that the ſaid common Fields, common

Paſtures,

Paſtures, common Meadows, common Pieces, common Grounds, and waſte Grounds, may be divided and incloſed; and that ſpecifick Parts and Shares thereof may be aſſigned, ſet out, and allotted, to the ſeveral and reſpective Proprietors, according to their reſpective Properties and Intereſts therein, in ſuch manner, and ſubject to ſuch Rules, Directions, and Proviſoes, as are herein after inſerted, provided, and declared, of and concerning the ſame:

But, although the ſaid Incloſure and Diviſion will tend greatly to the Advantage of the Parties concerned, and be an Improvement of their ſeveral and reſpective Properties in the ſaid common Fields, Lands, and Grounds, of the Townſhip of *Geydon* aforeſaid; **Yet**, as the ſame cannot effectually be eſtabliſhed without the Aid and Authority of Parliament:

May it therefore pleaſe your moſt Excellent MAJESTY;

That it may be **Enacted**; **And be it Enacted**, by the KING's moſt Excellent MAJESTY, by and with the Advice and Conſent of the Lords Spiritual and Temporal, and Commons, in this preſent Parliament aſſembled, and by the Authority of the ſame, That *Henry Homer*, of *Birbury*, in the County of *Warwick*, Clerk, *Thomas Baſeley*, of *Priors Marſton*, in the County of *Warwick*, Gentleman, *Job Baſeley*, of the ſame Place, Gentleman, *William Neale*, of *Fenny Compton*, in the ſaid County of *Warwick*, Gentleman, and *Richard Lyndon*, of *Southam*, in the ſaid County of *Warwick*, Gentleman, ſhall be Commiſſioners for dividing and incloſing the ſaid common Fields, together with all the common Paſtures, common Meadows, common Pieces, common Grounds, and waſte Ground, ſituate, lying, and being, in the ſaid Townſhip of *Geydon*; and for putting this Act in Execution.

And, for the more juſt and regular Diviſion and Diſtribution of the Lands and Grounds ſo to be divided as aforeſaid, and for the better aſcertaining the ſame, **It is hereby further Enacted and Declared**, by the Authority aforeſaid, That a Survey ſhall be made of the ſaid common Fields, common Paſtures, common Meadows, common Pieces, common Grounds, and waſte Ground, ſo intended to be incloſed as aforeſaid, ſome time before the Firſt Day of *Auguſt* One thouſand Seven hundred and Fifty-eight, or ſo ſoon after as conveniently may be, by *George Salmon*, of *Long Itchington*, in the County of *Warwick*, Land Surveyor; and ſuch Survey and Admeaſurement ſhall be reduced into Writing, and the Number of Acres Roods and Perches belonging to each Proprietor or Perſon intereſted therein ſet forth, aſcertained, and expreſſed; and the ſaid Survey ſhall be laid before the ſaid Commiſſioners, or their Succeſſors, or any Three or more of them, at ſome or one of their Meetings to be had in purſuance of this Act.

And it is hereby alſo further Enacted and Declared, by the Authority aforeſaid, That the yearly Value, by the Acre, of all the ſaid common Fields, common Paſtures, common Meadows, common Pieces, com-

mon

mon Grounds, and waſte Grounds, ſo intended to be incloſed, ſhall, with regard and according to its Quality, be ſettled and aſcertained, by the ſaid *William Neale*, of *Fenny Compton* aforeſaid, *Richard Cheekley*, of *Kinſton Grounds*, in the ſaid County of *Warwick*, Yeoman, *William Bloxham*, of *Burton Daſſett*, in the ſaid County of *Warwick*, Yeoman; which Quality ſhall be notified and delivered to the ſaid Commiſſioners on or before the Twenty-ninth Day of *September* One thouſand Seven hundred and Fifty-eight, or ſo ſoon after as conveniently may be: And if any Doubt ſhall ariſe concerning the Admeaſurement or Value of any Part or Parts of the ſaid common Fields, common Paſtures, common Meadows, common Pieces, common Grounds, and waſte Grounds, ſo intended to be incloſed as aforeſaid, the ſame ſhall be determined by the ſaid Commiſſioners or their Succeſſors, or any Three or more of them.

And it is hereby further Enacted, by the Authority aforeſaid, That the ſaid Commiſſioners and their Succeſſors, or any Three or more of them, ſhall have full Power and Authority, and they are hereby authorized and required, at any Time or Times after the ſaid Survey ſhall have been made and laid before them as aforeſaid, and the Quality of the ſaid Lands ſhall have been aſcertained as aforeſaid, but before the Twenty-fourth Day of *June* One thouſand Seven hundred and Fifty-nine, to divide and ſet out, aſcertain, and allot, the ſaid common Fields, common Paſtures, common Meadows, common Pieces, common Grounds, and waſte Ground, unto and amongſt the ſeveral Perſons intitled to, and intereſted in the ſame, in proportion to their ſeveral and reſpective Shares and Intereſts and Right of Common, and other Properties, in and over the ſaid common Fields, common Paſtures, common Meadows, common Pieces, common Grounds, and waſte Grounds, in the Townſhip of *Geydon* aforeſaid: And the ſaid Commiſſioners and their Succeſſors, or any Three or more of them, are hereby authorized and required to lay out the Allotments of each Perſon, ſo intitled and intereſted, as near as conveniently may be to each of their reſpective Dwellings or Farm-houſes in the Townſhip of *Geydon* aforeſaid; ſubject nevertheleſs to the Rules, Orders, and Directions, herein after mentioned.

Provided nevertheleſs, and it is hereby Enacted and Declared, That nothing herein contained ſhall extend, or be conſtrued to extend, to authorize and impower the ſaid Commiſſioners or their Succeſſors, or any of them, to give any undue Preference to any of the Parties intereſted and concerned in the ſaid intended Diviſion and Incloſure, in reſpect to their reſpective Allotments or Shares in the ſaid common Fields, common Paſtures, common Meadows, common Pieces, common Grounds, and waſte Ground; but that the ſaid Commiſſioners and their Succeſſors, in making their Allotments, ſhall have due Regard to the Quality as well as Quantity both of the Lands and Grounds, and the Tythes thereof, now belonging to each Proprietor, and of the Lands and Grounds ſo to be aſſigned and allotted in lieu thereof in purſuance of this Act.

And it is hereby further Enacted, That the ſaid Commiſſioners or their Succeſſors, or any Three or more of them, do and ſhall, in the Firſt place, aſſign, allot, and appoint, unto and for the ſaid *Thomas Smalbroke*

and

and his Succeſſors, One entire Plot of Land or Ground, lying within and being Parcel of the ſaid common Fields, common Paſtures, common Meadows, common Pieces, common Grounds, and waſte Grounds, ſo intended to be incloſed as aforeſaid; and which ſaid Plot of Land or Ground, ſo to be allotted to the ſaid *Thomas Smalbroke*, ſhall contain together One full Eighth Part, Quantity and Quality conſidered, of all the Lands and Grounds lying and being in the ſaid common Fields, common Paſtures, common Meadows, common Pieces, common Grounds, and waſte Grounds, herein before directed and appointed to be ſet out and divided, excluſive of the ſaid Glebe Lands ſo belonging to the ſaid Vicarage, as aforeſaid, and no more.

And alſo ſhall aſſign, allot, or appoint, unto and for the ſaid *Thomas Smalbroke* and his Succeſſors, in lieu of his ſaid Glebe, One other Plot of Land and Ground, lying within and being Parcel of the ſaid common Fields, common Paſtures, common Meadows, common Pieces, common Grounds, and waſte Grounds, ſo intended to be incloſed as aforeſaid, conſiſting of the ſame Number of Acres, of the ſame Quality, as the ſaid Glebe Lands do conſiſt of before the Incloſure, or an Equivalent, Quantity and Quality conſidered, without any Deduction or Abatement whatſoever; and that the ſaid Plots of Ground, ſo to be allotted to the ſaid *Thomas Smalbroke*, ſhall be ſet out and be contained in that Part of the Fields commonly called *Thornhill*, with a Tract of Meadow Land adjoining known by the Names of *Maſter Bucknall's Mead* and *The Town Meadow*, and extended on from the upper End of *The Town Meadow*, behind *Thornhill*, towards the Lordſhip of *Knightcote*, to make up his Quantity of Land (if any ſhall be wanting); and that the ſaid *Thomas Smalbroke* ſhall be intitled to the ſeveral interior Fences about *The Thornhill* and *Maſter Bucknall's Mead*, and between *The Thornhill* and *The Town Meadow*; which the Proprietors have agreed ſhall be left whole and entire, in the ſame Form they were in on or before the Twentieth Day of *December* One thouſand Seven hundred and Fifty-ſeven, for the Uſe of the ſaid *Thomas Smalbroke* and his Succeſſors, without any Payment or Conſideration for the ſame.

Provided nevertheleſs, That if the ſaid Commiſſioners, or any Three or more of them, ſhall find it convenient, they may fix the ſaid Plots, or any Part of them, in any other Situation, ſo as ſuch Alteration be made by and with the Conſent and Approbation of the ſaid *Thomas Smalbroke* or his Succeſſors, Vicars of *Biſhops Itchington* aforeſaid, for the Time being; and that the ſaid Plots of Ground, ſo ſet out as aforeſaid, ſhall be incloſed round by Ditches and Quickſet Hedges on the oppoſite Side, and the ſame properly mounded and fenced; and which ſaid Ditches and Hedges ſhall be for ever kept up and maintained at the Coſts, Charges, and Expences, of the ſeveral and reſpective Proprietors and Owners of the Lands and Grounds hereby intended to be incloſed (other than and except the ſaid *Thomas Smalbroke* and his Succeſſors) in ſuch manner as the ſaid Commiſſioners and their Succeſſors, or any Three or more of them, ſhall, for that Purpoſe, by any Writing under their Hands and Seals, direct, award, and appoint.

And whereas the ſaid *Thomas Smalbroke* propoſes to divide that Tract of Land called *Thornhill* into ſeveral leſſer Pieces or Parcels, for the Convenience of the Tenant who ſhall hereafter occupy the ſaid Premiſes; and beſides the Thorns growing in the Hedge Rows, which are intended to be the Property of the ſaid *Thomas Smalbroke*, there are great Quantities alſo ſtanding and growing diſperſedly up and down in One Part of the ſaid Tract, containing about Fifty Acres, many of which may fall within the Hedge Rows intended for the Diviſions thereof, and it would be very convenient for the ſaid *Thomas Smalbroke* that ſuch ſhould be left ſtanding:

And whereas the ſaid *Thomas Smalbroke* will alſo ſuffer great Damage if the Reſidue of the ſaid Thorns are not cut down, and conveyed away from the ſaid Premiſes, as ſpeedily as can be done, with Convenience to the Proprietors, after the Signing of the Award or Inſtrument herein after-mentioned:

Now it is hereby further Enacted, by the Authority aforeſaid, That the ſaid Commiſſioners, and their Succeſſors, or any Three or more of them, ſhall ſet out and allot unto the ſaid *Thomas Smalbroke* ſo many of the ſaid Thorns as they ſhall judge proper, to be left ſtanding, for the Uſe of the ſaid *Thomas Smalbroke*, for the Purpoſes aforeſaid; he the ſaid *Thomas Smalbroke* making ſuch Satisfaction for the ſame to the Proprietors thereof, as the ſaid Commiſſioners, or any Three of them, ſhall judge to be a reaſonable Equivalent; and that the ſaid Commiſſioners, and their Suceeſſors, or any Three or more of them, ſhall in the ſaid Award or Inſtrument appoint what Time ſhall be allowed to the Proprietors for cutting down, and conveying away from the Premiſes, the Reſidue of the ſaid Thorns, which ſhall be as ſhort as may be, ſo as the ſame can be done without Detriment to the Proprietors; and that ſuch Thorns as ſhall not be cut down, and carried away, at the Time appointed by the ſaid Commiſſioners for the Removal of the ſame, ſhall belong to and be conſidered as the Property of the ſaid *Thomas Smalbroke*, and his Succeſſors; any thing herein contained to the contrary in any-wiſe notwithſtanding.

And whereas it will be greatly for the Advantage of the ſaid *Thomas Smalbroke*, and his Succeſſors, to have an Homeſtead or Farm-houſe, with Barns, Stables, and other Out-buildings, annexed to the ſaid Vicarage, to let with the ſaid Plots of Land, for the more convenient ordering and managing thereof, when ſet out and incloſed, and for preventing the Straw, Compoſt, or Manure, ariſing out of the Product thereof, from being conveyed off the Premiſes, by which the ſaid Plots might be very much impaired in Value:

And whereas, to prevent the Inconveniencies which muſt enſue to the ſaid *Thomas Smalbroke*, from being obliged to erect an Houſe, and other proper Accommodations, at his own Expence, the ſaid *John Aſkell Bucknall* is willing to advance the Sum of Two hundred Pounds for

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that Purpoſe, and to accept of Land, of equal Value, in lieu thereof; and for the better providing of Materials at a cheap and eaſy Rate (the Price of which would be greatly advanced by more remote Carriage) the ſaid *John Aſkell Bucknall* propoſes to take down an antient Stone Fabrick, belonging to him, and being his own Property, ſituated in the Town of *Geydon* aforeſaid, with the Out-buildings thereto belonging; and alſo ſuch other Buildings as may be of Uſe to the ſaid *Thomas Smalbroke*, which the ſaid *John Aſkell Bucknall* ſhall or may find that he can conveniently ſpare from off any of the Premiſes belonging to him in the ſaid Town of *Geydon*, and to ſell the Materials of all or any ſuch Buildings to the ſaid *Thomas Smalbroke*, at ſuch Prices as they ſhall be eſtimated at (when taken down and ſorted) by the ſaid Commiſſioners, and their Succeſſors, or any Three or more of them, or by any other Perſon appointed by the ſaid Commiſſioners for that Purpoſe; **It is therefore hereby further Enacted**, That it ſhall and may be lawful to and for the ſaid Commiſſioners, and their Succeſſors, or any Three or more of them, and they are hereby authorized and required to eſtimate the Value of the Materials of the Stone-houſe and other Buildings of the ſaid *John Aſkell Bucknall*, when taken down and ſorted (either by themſelves, or by any other Perſon appointed by them for that Purpoſe) and to make a reaſonable Satisfaction for the ſame out of the Two hundred Pounds as aforeſaid: And the ſaid Commiſſioners are hereby further authorized and required to purchaſe ſuch other Materials as ſhall be wanting, and to get all and every the ſame conveyed to ſuch Part of the ſaid Plots as the ſaid *Thomas Smalbroke* ſhall fix upon for the Situation of his Buildings, and to contract with any Workman or Workmen whom they ſhall think proper, for erecting upon the ſaid Spot a Farm-houſe, with Barns, Stables, and other Accommodations, upon ſuch a Plan as the ſaid Commiſſioners ſhall approve of, by and with the Conſent of the ſaid *Thomas Smalbroke*, ſo as the whole Expence of Carriage, Workmanſhip, and Materials (including the old Materials of the ſaid *John Aſkell Bucknall)*, do not exceed Two hundred Pounds which Money ſhall be paid by the ſaid *John Aſkell Bucknall* to ſuch Perſon or Perſons as ſhall be intitled to receive the ſame, upon their exhibiting proper Vouchers, confirmed and approved of by the ſaid Commiſſioners, and their Succeſſors, or any Three or more of them, at or after the Time of finiſhing their Award: And the ſaid Commiſſioners, and their Succeſſors, or any Three or more of them, ſhall, in lieu of the Two hundred Pounds before directed to be paid by the ſaid *John Aſkell Bucknall* ſet out and appoint ſuch Part and Parcel of the Plots to be allotted to the ſaid *Thomas Smalbroke*, and his Succeſſors, as ſhall in the Judgement of the ſaid Commiſſioners be of equal Value, and add it to the Allotments of the ſaid *John Aſkell Bucknall* (the ſaid Land to be eſtimated at Twenty-ſeven Years Purchaſe of the Value thereof when incloſed, and the ſame to be fenced out from the Reſidue of the Allotments of the ſaid *Thomas Smalbroke*, at the Expence of the ſaid *John Aſkell Bucknall.)*

Provided nevertheleſs, That the ſaid Exchange, to be made as aforeſaid, be aſcertained, ſpecified, and declared, in the Award or Inſtrument, directed

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to be made as aforeſaid; and that ſuch Exchange be made by and with the Conſent and Approbation of the Lord Biſhop of *Litchfield* and *Coventry*, to be teſtified by Writing, under his Hand and Seal, to the Commiſſioners, on or before the Feaſt of Saint *Michael* the Archangel next enſuing after the making the ſaid Award or Inſtrument, as aforeſaid, and to be ſet forth by the ſaid Commiſſioners in their ſaid Award or Inſtrument; which ſaid Exchange, to be made as aforeſaid, ſhall be good, valid, and effectual, in the Law, to all Intents and Purpoſes whatſoever.

And whereas it will be a further Advantage to the Allotments of the ſaid *Thomas Smalbroke*, and his Succeſſors, that the ſame ſhould be let upon a Leaſe for the Firſt Twenty-one Years after the Incloſure, as well to encourage the Tenant upon the Premiſes to take care of the Fences and Quick-ſets, to be raiſed under his Inſpection, as alſo to manage the Land in a proper and huſband-like Manner during the Infancy of its Incloſure, upon which the Stability of its future Value will ſo much depend:

And whereas the ſaid *Thomas Smalbroke* does not propoſe to make any undue Advantage to himſelf by ſuch Leaſe, but to let the ſaid Allotments without any Fine, at a Rack-rent, and under ſuch Reſtrictions that the Tenant ſhall be obliged to ſpend the Straw, Compoſt, and Manure, upon the Premiſes ariſing out of the Product thereof, under ſuch Penalties as is uſual in ſuch Caſes; **Be it therefore Enacted**, by the Authority aforeſaid, That it ſhall and may be lawful to and for the ſaid *Thomas Smalbroke*, by and with the Advice and Aſſiſtance of the ſaid Commiſſioners, or any Three of them, and with the Conſent and Approbation of the ſaid Lord Biſhop of *Litchfield* and *Coventry*, teſtified by their being ſeverally made Parties thereto, to ſet and demiſe the ſaid Allotments to any Perſon or Perſons for any Term of Years not exceeding Twenty-one, ſo as the ſame be ſet at a Rack-rent, and with proper Reſtrictions upon the Tenant, as aforeſaid, and ſo as the ſaid Leaſe be alſo executed at the Time of finiſhing the Award or Inſtrument before-mentioned, or within Six Months after; and the ſaid Leaſe, ſo made and executed as aforeſaid, ſhall be good, valid, and effectual, in the Law, to all Intents and Purpoſes whatſoever; any Law, Statute, or Uſage, to the contrary thereof in any-wiſe notwithſtanding.

And it is hereby further Enacted and Declared, That the ſaid Plots of Ground ſo to be aſſigned, allotted, and appointed, unto and for the ſaid *Thomas Smalbroke*, and his Succeſſors, Vicars, as aforeſaid, ſhall be in Lieu and Satisfaction, and full Equivalent and Compenſation, for all ſuch Tythes and Tenths of Corn, and Grain, Hay, Lamb, and Wool, and for all other Tythes and Eccleſiaſtical Dues whatſoever, growing, ariſing, renewing, and belonging to the ſaid *Thomas Smalbroke*, and his Succeſſors, as aforeſaid, from and out of all and every the ſaid common Fields, common Paſtures, common Meadows, common Pieces, common Grounds, and waſte Grounds, within the ſaid Townſhip of *Geydon* aforeſaid, and the Boundaries,

daries, Limits, and Precincts thereof, and alſo from and out of all and every the Meſſuages or Farm-houſes within the ſaid Townſhip of *Geydon*, wherewith farm Lands and open field Lands now are and heretofore uſually have been uſed, occupied, or enjoyed.

Provided always, and be it further Enacted, That nothing herein contained ſhall extend, or be conſtrued to extend, to exempt or diſcharge all or any of the preſent or future Inhabitants of the ſaid Townſhip of *Geydon* from paying to the ſaid *Thomas Smalbroke*, and his Succeſſors, Vicars of *Biſhops Itchington* aforeſaid, *Eaſter* Offerings, Marriage, Churching, and Burial Fees and Payments; all and every which ſaid Dues, Fees, and Payments, ſhall remain due and payable to the ſaid *Thomas Smalbroke*, and his Succeſſors, Vicars of the Pariſh Church of *Biſhops Itchington* aforeſaid, for the Time being, in the ſame Manner as before the Making and Paſſing of this Act.

Provided nevertheleſs, and it is hereby further Declared and Enacted, by the Authority aforeſaid, That the Lands and Grounds which ſhall be allotted to the ſaid *Thomas Smalbroke*, purſuant to this Act, ſhall at all Times for ever hereafter pay and be charged with ſuch Part and Proportion of the Land Tax as ſhall from time to time be aſſeſſed for or in reſpect of the ſaid Plots of Land or Ground ſo to be allotted for the ſaid *Thomas Smalbroke*, and his Succeſſors, Vicars, as aforeſaid.

And it is hereby further Declared and Enacted, That the ſaid Commiſſioners, and their Succeſſors, or any Three or more of them, ſhall and may, and they are hereby authorized and required, to aſcertain, ſet out, and appoint, both publick and private Roads or Ways through the new Incloſures and Allotments, ſo to be made as aforeſaid, with the Aſſizes and Breadths thereof, ſo as all ſuch publick Roads and Ways ſhall be and remain Forty Feet broad at leaſt between the Ditches; and which ſaid publick Roads and Ways ſhall at all Times for ever thereafter be repaired and kept in Repair by and at the Expence of all the Inhabitants of and within the ſaid Townſhip of *Geydon*, in the ſame Manner as the other Roads and Ways within the ſaid Townſhip were repaired and kept before the Paſſing of this Act, and according to the antient Cuſtom and Uſage of the ſaid Townſhip: And that it ſhall not be lawful for any Perſon or Perſons after the making ſuch new Roads or Ways to uſe any Roads or Ways, either publick or private, over the ſaid new Incloſures, on Foot, or with Horſes, Cattle, or Carriages, other than ſuch Roads or Ways as ſhall be aſcertained, ſet out, and appointed, as aforeſaid.

And it is hereby further Declared and Enacted, That it ſhall and may be lawful to and for the ſaid Commiſſioners, and their Succeſſors, or any Three or more of them, and they are hereby authorized and required, to ſet apart, allot, and appoint, the Stone Pit, or Quarry, in the ſaid common Fields, and ſuch Parcel of Land, contiguous to the ſame, not exceeding

ceeding Three Acres as they ſhall think fit, as and for a publick Stone Pit, or Quarry, there, and which ſhall be fenced round, as the ſaid Commiſſioners, or their Succeſſors, or any Three or more of them, ſhall direct, and ſhall be uſed and enjoyed in common by all and every the Inhabitants of the ſaid Townſhip of *Geydon*, for their own neceſſary Uſes and Repairs, and for mending and repairing the publick and private Roads within the ſaid Townſhip.

And it is hereby further Declared and Enacted, That from and immediately after the ſaid intended Incloſure and Diviſion ſhall be perfected, the Profit and Produce of all the Graſs growing on the Sides of the ſaid publick Roads or Highways to be made through the ſaid intended new Incloſures, in ſuch Places only where it ſhall be thought neceſſary to make Hedges, Ditches, and Mounds, on each Side of the ſaid publick Highways, ſhall be received and taken by the Surveyors of the Highways of the Townſhip of *Geydon*, and their Succeſſors, for the Time being, for ever, and ſhall go and be applied for and towards the Amending and Repairing of the ſaid publick Highways of the ſaid Townſhip of *Geydon* for ever.

And it is hereby further Declared and Enacted, That all the Hedges, Ditches, and Fences, to be made for the incloſing, ſeparating, and dividing, of the ſaid common Fields, common Paſtures, common Meadows, common Pieces, common Grounds, and waſte Grounds, purſuant to this Act, ſhall be made, and at all Times hereafter repaired and maintained, by ſuch Perſon or Perſons, and in ſuch Manner, as the ſaid Commiſſioners, or their Succeſſors, or any Three or more of them, ſhall, by their ſaid Award or Inſtrument in that behalf, award, order, direct, and appoint: And ſuch Award, Order, and Determination, made by the ſaid Commiſſioners, their Succeſſors, or any Three or more of them, in that behalf ſhall be binding and concluſive to the ſeveral Parties ſo intereſted in or intitled to ſuch Share and Allotment, as aforeſaid.

Provided nevertheleſs, and it is hereby further Declared and Enacted, That in caſe any Lands or Grounds upon which any Trees, Woods, Underwoods, Thorns, Hedges, Furze, Buſhes, or Shrubs, ſhall at the Time of ſuch Allotment be ſtanding, growing, or being, ſhall be allotted and aſſigned to any Perſon or Perſons other than ſuch as was or were the Proprietor or Proprietors thereof at and immediately before ſuch Allotment, then and in ſuch Caſe it ſhall and may be lawful to and for ſuch Owners and Proprietors thereof reſpectively, at any ſeaſonable Time or Times, within the Space of Twelve Calendar Months after ſuch Allotments ſhall be made, to enter into the Lands and Grounds upon which ſuch Trees, Woods, Underwoods, Thorns, Furze, Hedges, Buſhes, and Shrubs, ſhall be ſtanding and being, and to fell and cut down, and with Horſes and Carriages to carry away the ſame, at his and their Wills and Pleaſures, to and for his and their own proper Uſe and Benefit.

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Provided nevertheleſs, and it is hereby further Declared and Enacted, That if any ſuch Hedges now ſtanding upon the Premiſes ſhall be aſſigned or appointed by the ſaid Commiſſioners, or their Succeſſors, or any Three or more of them, as or for a Boundary or Fence for any of the new Incloſures, ſo intended to be made as aforeſaid, all ſuch Hedges ſhall be left for the Benefit of ſuch Perſon or Perſons to whom ſuch new Incloſures ſhall belong, by virtue of this Act, he, ſhe, or they, paying ſo much Money for the ſame, or making ſuch other Allowance or Conſideration to the former Owners and Proprietors of ſuch Hedges as the ſaid Commiſſioners, or their Succeſſors, or any Three or more of them, ſhall value the ſame at, and by any Writing under their Hands and Seals in that behalf, order and appoint.

And, for preventing Differences and Diſputes relating to the ſaid Incloſures and Diviſions, **It is hereby Enacted**, by the Authority aforeſaid, That as ſoon as conveniently may be, after the ſaid Commiſſioners ſhall have compleated and finiſhed the Partitions and Allotments of the ſaid common Fields, common Paſtures, common Meadows, common Pieces, common Grounds, and waſte Grounds, hereby directed to be incloſed and divided as aforeſaid, purſuant to the Purport and Directions of this Act, they the ſaid Commiſſioners, or their Succeſſors, or any Three or more of them, ſhall form and draw up an Award or Inſtrument thereof, in Writing, which ſhall expreſs and contain the Quantity (in Statute Meaſure) of Acres, Roods, and Perches, contained in the ſaid common Fields, common Paſtures, common Meadows, common Pieces, common Grounds, and waſte Grounds, ſo intended to be incloſed as aforeſaid, and the Quantity of each and every Part and Parcel thereof aſſigned and allotted to each of the Parties intitled to and intereſted in the ſame, and a Deſcription of the Situation, Buttals, and Boundaries, of the ſame Parcels and Allotments reſpectively, and proper Orders and Directions for fencing and mounding the ſame, and for making and laying out proper Roads, Ways, and Paſſages, in and through the ſame Premiſes, and ſhall alſo expreſs and contain ſuch other Orders, Regulations, and Determinations, as ſhall be proper and neceſſary to be inſerted therein, conformable to the Tenor and Purport of this Act; which ſaid Inſtrument ſhall be fairly ingroſſed and written on Parchment, and ſigned and ſealed by the ſaid Commiſſioners, and their Succeſſors, or any Three or more of them, and ſhall, within Six Calendar Months next after the ſame ſhall be ſo ſigned and ſealed as aforeſaid, be inrolled at the general Quarter Seſſions of the Peace of and for the ſaid County of *Warwick*, by the Clerk of the Peace for the County of *Warwick*, to the end Recourſe may be had to the ſame, by any Perſon or Perſons intereſted in the ſaid intended Incloſure; for the Inſpection and Peruſal whereof the Sum of One Shilling ſhall be paid, and no more; and a true Copy thereof, ſigned by the Clerk of the Peace for the ſame County, purporting the ſame to be a true Copy (for which no more ſhall be paid than Two Pence *per* Sheet, each Sheet to contain Seventy-two Words) ſhall, from time to time, and at all times thereafter, be admitted and allowed in all Courts what-

whatſoever as legal Evidence of the ſame; And the ſeveral Allotments, Partitions, and Diviſions, ſo made by the ſaid Commiſſioners, or their Succeſſors, or any Three or more of them, in and by ſuch Award or Inſtrument, in Writing, ſo executed and inrolled as aforeſaid, ſhall be and are hereby declared to be binding and concluſive unto and upon all and every the ſeveral Parties intereſted in and intituled unto the ſeveral and reſpective Grounds, Lands, and Premiſes, ſo intended to be incloſed as aforeſaid.

And it is hereby further Enacted, That when the ſaid common Fields, common Paſtures, common Meadows, common Pieces, common Grounds, and waſte Ground, directed and appointed by this Act to be incloſed, ſhall be ſet out, aſcertained, and allotted, by the ſaid Commiſſioners, or their Succeſſors, or any Three or more of them, by ſuch Award, Inſtrument, or Writing, as herein before mentioned, the Parcel of Lands and Grounds ſo to be allotted and ſet out reſpectively ſhall, within Nine Calendar Months next after the ſigning and ſealing the ſaid Award, Inſtrument or, Writing, be incloſed, hedged, ditched, and fenced, at the proper Coſts and Charges of the reſpective Perſons to whom the ſame ſhall be reſpectively aſſigned and allotted (other than and except the ſaid *Thomas Smalbroke* and his Succeſſors, Vicars of the Pariſh Church of *Biſhops Itchington* as aforeſaid) and in ſuch manner as the ſaid Commiſſioners, or their Succeſſors, or any Three or more of them, ſhall, in ſuch their Award, order and direct.

And it is hereby further Provided, Enacted, and Declared, That convenient Gaps and Openings ſhall be left in the ſaid Fences and Incloſures for the Space of Twelve Calendar Months next enſuing the Execution of the ſaid Award, Inſtrument, or Writing, for the Paſſage of Cattle, Carts, and Carriages, in, by, and through the ſame, unleſs the ſeveral Parties intereſted therein ſhall agree that the ſame ſhall be ſooner fenced in, made up, and incloſed.

Provided always, That all and every the Proprietors of the new Incloſures intended to be made in purſuance of this Act, ſhall have full Power and Liberty at all Times after the ſaid Award ſhall be made and executed as aforeſaid, to erect and ſet up any Gate or Gates croſs any Part or Parts of the ſaid Roads, to be made through or againſt his, her, or their own Lands, for keeping out Sheep and Cattle, and to prevent their deſtroying any Banks, Woods, Plants, Quickſets, or Fences, which ſhall be made or planted for incloſing or fencing any Part or Parcel of the ſaid common Fields and common Grounds, in purſuance of this Act; and alſo to erect, ſet up, or fix up, Poſts, Rails, or other Fences, on the Outſide of the Ditches which ſhall belong to their reſpective Allotments, not exceeding Two Feet from ſuch Ditches, for the Preſervation of their Quickſet Hedges, doing no wilful Hurt or Damage to ſtanding Corn or growing Graſs.

Provided always, and it is hereby Declared, That it ſhall not be lawful for any of the Proprietors of ſuch new Incloſures to plant or ſet any Tree or Trees ſo near any Hedge or Fence of any of the other Proprietors, by which the Growth of any ſuch Hedge or Fence may be hindered, obſtructed, or hurt.

And it is hereby further Enacted, by the Authority aforeſaid, That for the more convenient Situation and Diſpoſition of the ſeveral Farms and Lands of the ſeveral Freeholders and Land-owners within the ſaid Townſhip of *Geydon*, upon the ſaid intended Diviſion, it ſhall and may be lawful to and for the ſaid Commiſſioners, or their Succeſſors, or any Three or more of them, and they are hereby authorized and impowered to aſſign, allot, ſet out, and appoint any Meſſuages, or Part or Parcel of antient incloſed Lands or Grounds, lying within the ſaid Townſhip, which belong to any of the Owners or Proprietors of Lands or Grounds lying in the ſaid common Fields, in lieu of and in Exchange for any other Meſſuages, or Lands and Grounds lying in the ſaid common Fields ſo intended to be incloſed as aforeſaid; or in lieu of or for any other old incloſed Grounds within the Townſhip of *Geydon* aforeſaid, ſo as all and every ſuch Exchange and Exchanges, to be made as aforeſaid, be aſcertained, ſpecified, and declared, in the Award, Inſtrument, or Writing, ſo directed to be made and executed as aforeſaid, and ſo as every ſuch Exchange be made by and with the Conſent and Approbation of the ſaid Proprietors deſiring ſuch Exchange, to be teſtified by Writing under their reſpective Hands and Seals, to be indorſed upon the Back of the ſaid Award; and all and every Exchange and Exchanges ſo to be made as aforeſaid, ſhall be good, valid, and effectual in the Law, to all Intents and Purpoſes whatſoever.

And whereas it is requiſite that ſome convenient Time ſhall be fixed for every Perſon intitled to any Part of the ſaid intended new Incloſures to accept of their reſpective Allotments and Shares; **Be it therefore Enacted**, by the Authority aforeſaid, That all and every ſuch Perſon or Perſons ſhall, and they are hereby required to accept his, her, and their reſpective Allotments and Shares within the Space of Six Calendar Months next after the Execution of the ſaid Award or Inſtrument, and Notice to her, him, and them reſpectively given, by Writing under the Hands and Seals of the ſaid Commiſſioners, or their Succeſſors, or any Three or more of them, for that Purpoſe; which Notice ſhall be delivered to the Party, or left at the uſual Place of Abode of ſuch Party; and in caſe any Perſon ſhall neglect or refuſe to accept of his, her, or their Share or Allotment, within the Time beforementioned, ſuch Perſon ſo neglecting or refuſing, ſhall be totally excluded from having or receiving any Benefit or Advantage by this Act: And alſo from any Eſtate or Intereſt, or Right of Common whatſoever, in any of the Lands and Grounds aſſigned or allotted to any Perſon or Perſons by virtue of this Act.

Provided always, and it is hereby Enacted and Declared, That the Guardians, Husbands, Trustees, Committees, or Attornies of any Person or Persons, being Minors, Lunaticks, Femes Covert, or beyond the Seas, or otherwise incapable by Law to accept such Allotments so to be made as aforesaid, shall be and are hereby enabled and required to accept thereof for the Use of such Person or Persons so incapacitated as aforesaid; and such Acceptance shall be, and is hereby declared to be, as valid and effectual as if the Person or Persons, for whom the same shall be made, was or were capable of acting for him, her, or themselves; any thing herein contained to the contrary notwithstanding.

Provided nevertheless, That the Non-claim or Non-acceptance of any Guardian, Husband, Committee, Trustee, or Attorney, shall not exclude or any-ways prejudice the Claim or Acceptance of any Infant, Lunatick, Feme Covert, or other Person under such Disability or Incapacity as aforesaid, who shall claim or accept within One Year next after such Disability or Incapacity is removed; or of any Person or Persons, intitled as Heir, or in Remainder, after the Death of any such Person dying under such Disability or Incapacity, who shall claim or accept within One Year after his, her, or their Right, Title, or Interest shall have descended, vested, or accrued.

And it is hereby further Enacted, by the Authority aforesaid, That the several Lands and Grounds so to be divided, assigned, limited and set out, allotted, and appointed unto and for the several Persons, who, by virtue of this Act shall be intitled to the same, shall be in full Bar of, and in Satisfaction and Compensation for, his, her, and their Pieces and Parcels of Ground, which, before the Passing of this Act, were and are lying dispersedly in the said common Fields, common Pastures, common Meadows, common Pieces, common Grounds, and waste Grounds, within the Township of *Geydon* aforesaid, and also in full Bar of, and in Satisfaction and Compensation for, all Right of Common whatsoever, in, over, and upon, the said common Fields, common Pastures, common Meadows, common Pieces, common Grounds, and waste Grounds, respectively; and that from and immediately after the making the said Divisions and Allotments, and Execution of the said Award and Instrument, of such Tenor and Purport as afore-mentioned, all Right of Common belonging to or claimed by all, every, or any of the Owners, Proprietors, or Occupiers, of Lands, Tenements, or other Hereditaments, within the said Township of *Geydon* aforesaid, in, over, and upon, all or any of the said common Fields, common Pastures, common Meadows, common Pieces, common Grounds, and waste Grounds, and every Part thereof, shall cease, determine, and be for ever extinguished.

Provided also, and be it further Enacted, by the Authority aforesaid, That nothing in this Act contained shall extend, or be construed, deemed,

deemed, adjudged, or taken, to revoke, make void, alter, or annul, any Will or Wills, Settlement or Settlements, or to prejudice any Perſon or Perſons having any Right or Claim of Dower, Jointure, Portion, Debt, Rent, Incumbrance, or other Demand, out of, upon, or affecting, any of the Lands or Grounds, ſo intended to be incloſed and divided as aforeſaid, or any Part or Parts thereof reſpectively; but that each and every Proprietor ſhall ſtand and be ſeiſed of and in the ſeveral Lands and Grounds, to be aſſigned and allotted to him, her, or them as aforeſaid, by the intended Incloſure and Diviſion as aforeſaid, to ſuch and the ſame Uſes, and to and for ſuch and the ſame Eſtates and Intereſts, and ſubject to ſuch and the ſame Wills, Powers, Proviſoes, Limitations, Remainders, Truſts, Debts, Charges, Rents, Incumbrances, and Demands, as he or ſhe reſpectively ſhould and would have ſtood ſeiſed of and in, the ſeveral Lands and Grounds lying in the ſaid common Fields, common Paſtures, common Meadows, common Pieces, common Grounds, and waſte Grounds, ſo intended to be incloſed as aforeſaid, in caſe the ſame had remained unincloſed, or this Act had not been made; any thing herein contained to the contrary thereof in any-wiſe notwithſtanding.

Provided always nevertheleſs, and it is hereby Enacted and Declared, That all and every Leaſe and Leaſes, upon Rack-rent, ſubſiſting of all or any Part or Parts of the ſaid common Fields, common Meadows and Grounds, hereby intended to be incloſed, and all other Agreements for any Time or Term therein, ſhall immediately upon ſuch Allotments and Diviſions being made, ceaſe, determine, and be void, the reſpective Owners and Proprietors of the ſaid Fields, Meadows, or Grounds, who have made any ſuch Leaſes or Agreements, making ſuch Satisfaction to ſuch Leſſee or Leſſees, Tenant or Tenants, as the ſaid Commiſſioners, or their Succeſſors, or any Three or more of them, ſhall aſcertain as reaſonable, to be paid to ſuch Leſſee or Leſſees, Tenant or Tenants, on account thereof, or as an Equivalent for the ſame; and that from and after the Paſſing of this Act, the ſaid Commiſſioners, and their Succeſſors, or any Three or more of them, ſhall order, direct, and appoint, the Courſe of Huſbandry that ſhall be uſed in the ſaid common Fields, till ſuch Time as they ſhall have compleated their Award; and that no Meadow, Paſture, or freſh Ground in the ſaid common Fields and common Grounds hereby intended to be incloſed, ſhall, before that Time, be ploughed, broke up, or converted into Tillage; and that all and every Perſon's Eſtate in the ſaid open Fields ſhall be liable and ſubject to ſuch Directions as they ſhall appoint, as well with regard to the ſtocking, as to the ploughing, tilling, ſowing, or laying down, the ſame.

And be it alſo further Enacted and Declared, by the Authority aforeſaid, That it ſhall and may be lawful to and for all and every or any of the preſent or future Proprietors or Owners of the ſaid Lands, Grounds, and Eſtates, within the Townſhip of *Geydon* aforeſaid, ſo intended to be incloſed and divided as aforeſaid, whether they are or ſhall be Tenants in Fee-ſimple, Tenants for Life, with or without Impeachment of Waſte,

Tenants

Tenants in Fee-tail, general or ſpecial, or Tenants by the Courteſy of *England*, and his or her Truſtee or Truſtees, Guardian or Guardians, by any Deed or Deeds, Writing or Writings, under his, her, or their reſpective Hands and Seals, to be atteſted by Two or more credible Witneſſes, or by his, her, or their laſt Will and Teſtament, in Writing (which he, ſhe, and they, every or any of them, are hereby impowered to make and publiſh in that Behalf) to be ſigned, ſealed, publiſhed, and declared, in the Preſence of Three or more credible Witneſſes, to charge, ſubject, and make chargeable, all and every the Lands and Grounds, ſo to be by him, her, or them, reſpectively, allotted by virtue and in purſuance of this Act, with any Sum or Sums of Money, which ſhall be paid, laid out, or expended, by ſuch Proprietor or Owner, Proprietors or Owners, in or about the perfecting and finiſhing his, her, or their, reſpective Incloſures, Partitions, Diviſions, or Allotments, together with Intereſt for the ſame Sums, ſo as the Sum or Sums of Money, thereby to be charged and made chargeable, do not exceed Forty Shillings for every Acre of the ſaid Lands and Grounds, ſo to be alloted to him, her, or them, reſpectively, by virtue of this Act.

And it is hereby further Enacted and Declared, That every ſuch Grant, Mortgage, Leaſe, or Demiſe, of the ſaid Grounds, Lands, and Premiſes, or any Part or Parts thereof, to be made in purſuance of this Act, and every ſuch Deed or Deeds, Writing or Writings, Will or Wills, ſhall be good, valid, and effectual, in the Law, for the Purpoſe and Purpoſes thereby intended, notwithſtanding any Settlement, Will, Truſt, Uſe, Remainder, or Limitation, of or concerning the ſame Grounds, Lands, and Premiſes, or any Part or Parts thereof, then in being and capable of taking Effect, to the contrary.

And it is hereby further Enacted, by the Authority aforeſaid, That the ſaid Commiſſioners or their Succeſſors, or any Three or more of them, do and ſhall, and they are hereby required, to give publick Notice in the Chapel of the Townſhip of *Geydon* aforeſaid, upon *Sunday*, immediately after Divine Service, of the Time and Place of the Firſt Meeting of the ſaid Commiſſioners, for the Executing of the Powers hereby veſted in them, at leaſt Six Days before ſuch Meeting; and alſo ſhall give the like Notice of Six Days at the leaſt, in the Chapel aforeſaid, of every ſubſequent Meeting for putting in Execution the Powers veſted in them by this Act.

And it is hereby further Enacted, by the Authority aforeſaid, That when and as often as any One or more of the Commiſſioners, Surveyor, or Quality-men, appointed by this Act, or to be elected in the Manner herein after mentioned, ſhall die, or refuſe to act, the Perſons who, for the Time being, ſhall be intereſted reſpectively in the ſaid common Fields, common Paſtures, common Meadows, common Pieces, common Grounds, and waſte Grounds, ſo intended to be incloſed as aforeſaid, or the greater Part of them, in Number and Value, do and ſhall, from time to time, within One Calendar Month

Month next after the Death, or Refuſal, of ſuch Commiſſioner or Commiſſioners, Surveyor, or Quality Man or Men, to act, or as ſoon after as can be, by Writing, under their Hands and Seals, appoint One or more Commiſſioner or Commiſſioners, not intereſted in the ſaid intended Incloſure, inſtead of each and every Commiſſioner and Commiſſioners, Surveyor or Quality Man or Men, ſo dying, or refuſing to act, or diſqualified as aforeſaid; and every ſuch Commiſſioner or Commiſſioners, Surveyor, Quality Man or Men, ſo to be appointed, ſhall have the like Powers and Authorities, by virtue of this Act, as the Commiſſioner or Commiſſioners, Surveyor, or Quality Man or Men, in whoſe Place or Places he or they ſucceed, was or were veſted with; provided that Notice be given, in the ſaid Chapel of the Townſhip of *Geydon* aforeſaid, of the Time and Place of chuſing ſuch Commiſſioner or Commiſſioners, at leaſt Six Days before ſuch Meeting.

And it is hereby further Declared and Enacted, by the Authority aforeſaid, That the Charges and Expences of Paſſing this Act, and all the Coſts and Charges attending the ſame, and the Coſts and Charges of ſurveying and meaſuring, dividing and allotting, the common Fields, common Paſtures, common Meadows, common Pieces, common Grounds, and waſte Grounds, ſo intended to be incloſed as aforeſaid, and of the preparing and inrolling the ſaid Award or Inſtrument, and all other the Charges and Expences of the ſaid Commiſſioners, and other neceſſary Expences in, about, and concerning, the Premiſes, ſhall be borne and defrayed by the reſpective Proprietors and Owners of Lands, in the ſaid common Fields, common Paſtures, common Meadows, common Pieces, common Grounds, and waſte Grounds, ſo appointed to be incloſed (other than and except the ſaid *Thomas Smallbroke* and his Succeſſors) as aforeſaid, by an equal Pound Rate, according to the Number and Value of Acres each Perſon ſhall have allotted to him, her, or them, by virtue of this Act, to be ſettled, adjuſted, or determined, by the ſaid Commiſſioners, or any Three or more of them: And that, in caſe any of the Perſons aforeſaid ſhall refuſe or neglect to pay his, her, or their Share or Proportion of ſuch Charges or Expences, within the Time to be limited by the ſaid Commiſſioners, or any Three or more of them, to ſuch Perſon or Perſons as they ſhall appoint to receive the ſame, then the ſaid Commiſſioners, or any Three or more of them, ſhall and may, by Warrant under their Hands and Seals, directed to any Perſon whatſoever, cauſe the ſame to be levied by Diſtreſs and Sale of the Goods and Chattels of the Perſon or Perſons ſo refuſing or neglecting to pay the ſame; rendering the Overplus (if any) to the Owner or Owners of ſuch Goods and Chattels, after deducting the Coſts and Charges of taking and making ſuch Diſtreſs and Sale or otherwiſe, it ſhall and may be lawful to and for the ſaid Commiſſioners, and their Succeſſors, or any Three or more of them, to enter into and upon the Lands and Premiſes, ſo to be allotted to ſuch Perſon and Perſons refuſing to pay, as aforeſaid, and to take and receive the Rents and Profits thereof reſpectively, until thereby or

 therewith

therewith the Share or Shares, Proportion or Proportions, of the ſaid Coſts and Charges, ſo to be directed, awarded, and appointed, by the ſaid Commiſſioners to be paid by ſuch Perſon or Perſons as aforeſaid, and alſo all Coſts, Charges, and Expences, occaſioned by or attending ſuch Entry upon and Reception of the Rents and Profits of the ſame Premiſes, ſhall reſpectively be fully paid and ſatisfied.

Provided always, and it is further Enacted and Declared, by the Authority aforeſaid, That nothing in this Act contained ſhall prejudice, leſſen, or defeat, the Right, Title, or Intereſt, of the ſaid *Frederick* Lord Biſhop of *Litchfield* and *Coventry*, and his Succeſſors, in or to all or any of the ſaid ſeveral Rents or Payments iſſuing and payable out of the ſaid ſeveral Lands and Premiſes aforeſaid, amounting in the whole to the Sum of Eleven Pounds and Four Shillings a Year; but that the ſaid *Frederick* Lord Biſhop of *Litchfield* and *Coventry*, and his Succeſſors, and all and every Perſon and Perſons claiming under him or them, ſhall and may, from time to time, and at all times hereafter, hold and enjoy the ſame, and every Part thereof, and the ſame ſhall be iſſuing and payable from and out of the Lands and Premiſes to be allotted to the ſeveral Proprietors paying ſuch Rents, in as full, ample, and beneficial, Manner, to all Intents and Purpoſes, as he or they did or ought or might have held or enjoyed the ſame, before the paſſing this Act, or in caſe the ſame had never been made.

Provided alſo, and it is further Enacted and Declared, by the Authority aforeſaid, That nothing in this Act contained ſhall prejudice, leſſen, or defeat, the Right, Title, or Intereſt, of the ſaid *John Taylor*, as Lord of the Manor for the Time being, of, in, and to, the Seigniory and Royalties incident and belonging to the Manor of the Townſhip of *Geydon* aforeſaid; but that the ſaid *John Taylor*, and all and every other Perſon or Perſons claiming under him or them, as Lord or Lords of the ſaid Manor for the Time being, ſhall and may, from time to time, and at all times hereafter, hold and enjoy all Rents, Services, Courts, Perquiſites and Profits of Courts, and all other Royalties and Privileges, to the ſaid Manor, or to the Lord or Lords thereof, or to any claiming under him or them, incident, appendant, belonging, or appertaining, in as full, ample, and beneficial, Manner, to all Intents and Purpoſes, as he or they ought or might have held or enjoyed the ſame, before the paſſing this Act, or in caſe the ſame had never been made.

Saving to the KING's moſt Excellent MAJESTY, his Heirs and Succeſſors, and to all and every other Perſon and Perſons, Bodies Politick and Corporate, his, her, and their Heirs, Succeſſors, Executors, and Adminiſtrators (Other than and except the ſeveral Perſons intereſted in, or intitled to, any of the Lands or Grounds in the ſaid common Fields, common Paſtures, common Meadows, common Pieces, common Grounds, and waſte

waſte Grounds, ſo intended to be incloſed and divided as aforeſaid, for the Time being); All ſuch Eſtate, Right, Title, and Intereſt, as they, every, or any of them had and enjoyed of, into, or out of the ſaid common Fields, common Paſtures, common Meadows, common Pieces, common Grounds, and waſte Grounds, ſo intended and appointed to be incloſed as aforeſaid, before the Paſſing this Act, or could or ought to have had or enjoyed, in caſe the ſame had not been made.

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ACT

FOR

Dividing and Inclosing the common and open Fields, common Paſtures, common Meadows, common Pieces, common Grounds, and waſte Grounds, in the Townſhip of Geydon, *in the Pariſh of* Biſhops Itchington, *in the County of* Warwick.

K Great Brit. - George II
31 Geo. II - c. 28
358 b. 3
16
No 28
26

AN

ACT

FOR

Dividing and Allotting certain Fields, Meadow Grounds, and Common Paſtures, in the Manor and Townſhip of Skirpenbeck, *in the County of* York; *and for other Purpoſes therein mentioned.*

Fields, &c. intended to be incloſed.

WHEREAS there are in the Manor and Townſhip of *Skirpenbeck*, in the County of *York*, ſix large open Common Fields, Part whereof are Meadow, called *Longlands-Field*, *Ing-Field*, *South-Field*, *Gamſgarth-Field*, *Sand-Field*, and *Bottom-Field*, and one ſtinted Paſture, called *Middlecarr-Paſture*, greateſt Part whereof are, or are known by the Name of *Oxgang-Land*, and contain ninety-one Oxgangs and an Half; and alſo one other ſtinted Paſture, called *Bilebridge-Paſture*, containing, with the other Lands in the ſaid open Fields, not known by, or by the Name of *Oxgang-Land*, ſeven Oxgangs and an Half of Land in Quantity, or thereabouts. And whereas *Henry Brewſter Darley*, of *Aldby*, in the County of *York* aforeſaid, Eſquire, is Lord of the Manor of *Skirpenbeck* aforeſaid; and whereas *John Dealtary*, of *Skirpenbeck* aforeſaid, Clerk, is Rector of the Pariſh and Pariſh Church of *Skirpenbeck* aforeſaid, and, in Right of his ſaid Rectory, ſeized, to him and his Succeſſors, of one Meſſuage, with the Garths, Gardens, and Orchards thereunto belonging, and the Church-Yard, containing, together, five Acres and twenty-one Perches, or thereabouts, and of five Oxgangs of Glebe-Land, Part of the ſaid ninety-one Oxgangs and an Half of Land, and of all the Great and Small Tythes (except the Tythe-Corn of twenty Oxgangs of Land, or thereabouts) of all and every the Meſſuages, Cottages, Garths, Gardens, Orchards, ſtinted Paſtures, and Lands, with the *Eaſter* Offerings, and all other Eccleſiaſtical Dues whatſoever, ariſing, coming, growing, renewing, and payable out of, or within, the ſaid Manor and Townſhip of *Skirpenbeck*; and alſo of five Beaſtgates in the ſaid Paſture, called *Middle-Carr*; and of three Beaſtgates in the ſaid Paſture, called *Bilebridge-Paſture*. And whereas the Subchantor and Keeper of the Houſe or College, called the *Beddern*, within the City of *York*, and his Brethren the Vicars Choral of the Cathedral and Metropolitical Church of St. *Peter* of *York*, as ſuch, are ſeized, to them and their Succeſſors, of two Oxgangs of Land, Part of the ſaid ninety-one Oxgangs and an Half; and of one Piece of Land, called *Minſter-Dale*, contain-

Mr. *Darley* Lord of the Manor.

Rector ſeized, and of what.

Subchantor and Vicars Choral ſeized, and of what.

ing two Roods and twenty-ſeven Perches, or thereabouts; and of two Beaſtgates in the ſaid Paſture, called *Middle-Carr*, whereof the ſaid *Henry Brewſter Darley* is in Poſſeſſion, by a Conveyance from the Truſtees impowered to ſell the ſame, under the Laſt Will and Teſtament of *Mary Payler*, deceaſed, the Leſſee thereof, from the Subchantor and Vicars Choral: And whereas *Francis Smith*, late of the City of *York*, and now of *Sutton* under *Whitſuncliffe*, in the ſaid County of *York*, Gentleman, *Charles Wightman*, of the City of *York* aforeſaid, Merchant, *Thomas Siddall*, of the ſame City, Merchant Taylor, *Chriſtopher Colton*, of the ſame City, Innholder, and *William Yates*, of the ſame City, Hoſier and Pinner, are ſeized, to them and their Heirs, in Truſt, for the public Uſe and Benefit of the Pariſhioners of the Pariſh of *All Saints* in the *Pavement*, in the ſaid City of *York*, and for and towards the repairing of the Church of *All Saints* in the *Pavement* aforeſaid, and for the Help and Relief of the poor Inhabitants of the ſaid Pariſh, and for other common Uſes in the ſaid Pariſh, for ever, in ſuch Sort as have been in former Times accuſtomed, of and in one Meſſuage and one Frontſtead, in *Skirpenbeck* aforeſaid, with two Garths, containing one Acre and five Perches, or thereabouts; and of four Oxgangs and an Half of Land, Part of the ſaid ninety-one Oxgangs and an Half; and alſo of four Beaſtgates and an Half in each of the ſaid Paſtures, called *Middle-Carr* and *Bilebridge*: And whereas the ſaid *Henry Brewſter Darley* is ſeized, to him and his Heirs, of the Tythe-Corn of twenty Oxgangs of Land, (Part of the ſaid ninety-one Oxgangs and an Half) or thereabouts, and of all and every other the Meſſuages, Cottages, (except one Cottage and Orchard, the Eſtate of *John Moſey*, of *Skirpenbeck* aforeſaid) Frontſteads, Lands, Cloſes, and Grounds, ſituated, lying, and being in the Manor and Townſhip of *Skirpenbeck* aforeſaid; and of all and every other the Beaſtgates in the ſaid Paſtures, called *Middle-Carr* and *Bilebridge*, and elſewhere, in the Manor and Townſhip of *Skirpenbeck* aforeſaid, and the Soil of the ſaid Paſtures: And whereas the Lands of the ſaid ſeveral Proprietors, in the ſaid Fields, Meadow Grounds, and Paſtures, lay diſperſed and intermixed with each other, and, for want of being incloſed, cannot be cultivated and improved to Advantage, and the Parties intereſted therein are deſirous of having the ſame incloſed: And whereas the ſaid *John Dealtary* hath conſented and agreed to accept of the Lands or Parcels of Ground, Frontſtead, Garths, Cloſes, and Annual Rent, or Yearly Sum of Money herein after-mentioned, for and in Lieu of his ſaid five Oxgangs of Glebe Land, and his ſaid Beaſtgates; and for and in Lieu of his ſaid Great and Small Tythes ariſing and renewing, or to ariſe and renew, as well in and upon the ſaid Fields, Meadow Grounds, and Common Paſtures, intended to be incloſed, as in or upon all and every the Meſſuages, Cottages, Orchards, (except the ſaid Cottage and Orchard of the ſaid *John Moſey*) Lands, and Grounds, now incloſed, within the ſaid Manor and Townſhip; and for and in Lieu of all *Eaſter* Offerings, and other Eccleſiaſtical Dues whatſoever, (except thoſe due, or to be due, for or in reſpect of the ſaid Cottage and Orchard of the ſaid *John Moſey*) payable, or to be paid, to the ſaid *John Dealtary*, as Rector as aforeſaid (Mortuaries and Surplice-Fees excepted); and that in Conſideration of ſuch Hereditaments and Premiſſes, and Rent, or Yearly Sum of Money, all the ſaid Lands and Grounds, and all other the Meſſuages, Cottages, Orchards, (except the ſaid *John Moſey*'s Cottage and Orchard) Garths, and Gardens, within the ſaid Manor and Townſhip; and all Perſons occupying or in Poſſeſſion, or who ſhall occupy and be in Poſſeſſion, of the ſame, (except the Perſon or Perſons occupying, or who ſhall occupy, the ſaid *John Moſey*'s Cottage and Orchard) ſhall, for the future, be abſolutely freed and diſcharged from the Payment of ſuch Tythes, *Eaſter* Offerings, and other Eccleſiaſtical Dues whatſoever, (except Mortuaries and Surplice-Fees). And whereas the ſaid Subchantor and Vicars Choral have, with the

Truſtees for the Pariſh of *All Saints* ſeized, and of what.

Mr. *Darley* ſeized, and of what.

The Parties Deſire of an Incloſure.

The Rector's Agreement, in Lieu of his Glebe, Tythes, and Dues (except thoſe of and from *John Moſey*'s Cottage and Orchard, and Mortuaries, and Surplice-Fees,)

the Conſent of the ſaid *Henry Brewſter Darley*, agreed to accept of the Lands or Parcels of Ground, hereby and herein after-mentioned, to be veſted in the ſaid Sub-chantor and Vicars Choral, and their Succeſſors, for and in Lieu of their ſaid two Oxgangs of Land, and the ſaid Piece of Land, called *Minſter-Dale*, and the ſaid two Beaſtgates in the ſaid Paſture, called *Middle-Carr*: And whereas the ſaid *Francis Smith*, *Charles Wightman*, *Thomas Siddall*, *Chriſtopher Colton*, and *William Yates*, have conſented and agreed to accept of the Lands, or Parcels of Ground, hereby and herein after-mentioned, to be veſted in them and their Heirs, in Truſt, as after-mentioned, for and in Lieu of their ſaid four Oxgangs and an Half of Land, and their ſaid Beaſtgates, in the ſaid Paſtures: And whereas the ſaid *Henry Brewſter Darley* hath conſented and agreed to accept of the Lands or Parcels of Ground hereby and herein after-mentioned, to be veſted in him and his Heirs and Aſſigns for ever, for and in Lieu of all his the ſaid *Henry Brewſter Darley*'s ſaid Oxgangs of Land, Lands and Parcels of Ground in the ſaid open Fields and Common Paſtures, and his Beaſtgates in the ſame Paſtures, and elſewhere, in the ſaid Townſhip of *Skirpenbeck*, and for and in Lieu of ſuch Tythe-Corn, of the ſaid twenty Oxgangs of Land, or thereabouts; and that, in Conſideration thereof, all the ſaid laſt-mentioned Oxgangs of Land, of which ſuch Tythes are payable, ſhall, for the future, be abſolutely freed and diſcharged from the Payment thereof; and that ſuch Lands or Parcels of Ground, ſo to be veſted in him the ſaid *Henry Brewſter Darley*, ſhall, in Lieu of the ſaid Tythes, *Eaſter* Offerings, and other Eccleſiaſtical Dues, to which the ſaid Rector is intitled as aforeſaid, (except the Tythes, *Eaſter* Offerings and Dues, in reſpect of the ſaid *John Moſey*'s Cottage and Orchard, and Mortuaries and Surplice-Fees) be charged and chargeable to the ſaid Rector, and his Succeſſors, Rectors of *Skirpenbeck* aforeſaid, with the Payment of the yearly Sum of Sixty-two Pounds Twelve Shillings and Eight-pence, for ever, by Half-yearly Payments: But although ſuch Incloſure and Shares, ſo agreed upon as aforeſaid, will be a manifeſt Advantage to the ſeveral Parties intereſted and concerned in the Premiſſes, and a great Improvement of their ſeveral Eſtates and Properties in the Manor and Townſhip of *Skirpenbeck* aforeſaid, and alſo of publick Utility, yet the ſame cannot be rendered effectual to anſwer the Intention of the Parties, without the Aid and Authority of Parliament:

The Truſtees for *All Saints* Pariſh Agreement.

Mr. *Darley*'s Agreement.

MAY it therefore pleaſe your Majeſty, that it may be enacted:

And be it Enacted, by the King's Moſt Excellent Majeſty, by and with the Advice and Conſent of the Lords Spiritual and Temporal, and Commons in this preſent Parliament aſſembled, and by the Authority of the ſame, That the ſaid ſeveral open Common Fields, Meadow-Grounds, and Paſtures, ſhall, from and after the paſſing of this Act, be for ever held and enjoyed, in Severalty, by the ſeveral Proprietors and Owners thereof, in ſuch Parts and Shares as herein after are ſpecified.

The Fields, &c. to be held in Severalty by the Owners, in ſuch Parts, &c. as herein after ſpecified.

And it is hereby further Enacted, That the ſeveral Lands, Parcels of Ground, Frontſtead, Garths, and Cloſes, herein after particularly mentioned and ſpecified, ſhall, from and after the paſſing of this Act, be veſted in, and held and enjoyed in Severalty by him the ſaid *John Dealtary*, as Rector as aforeſaid, and his Succeſſors, Rectors of the ſame Pariſh and Pariſh Church; that is to ſay, in *Longlands-Field*, *Low-Pool Flat*, *High-Pool Flat*, *Lanty-Liers Flat*, Part of *Bilebridge-Skirts Flat*, Part of *Bilebridge-Leas*, and Part of *Hall-Mills Flat*, as the ſame are now ſtaked out, and containing together ſixty-nine Acres, one Rood, and eighteen Perches, or thereabouts, and which are bounded by the Glebe Garths belonging to the ſaid *John Dealtary*, and Lands belonging to the ſaid *Henry Brewſter Darley*, now rented by *Thomas Creaſer*, on the South; by other Lands belonging to the ſaid *Henry Brewſter Darley*, on the Eaſt and Weſt; and by *Skirringham* Lordſhip, on the North; one

The Rector's Part, and what veſted in him and his Succeſſors.

Frontſtead

Frontſtead and Garth, containing one Rood and four Perches, or thereabouts, ſituated, lying, and being in *Skirpenbeck* aforeſaid, now in the Poſſeſſion of *George Archer*, and which ſaid Garth is bounded by the Town-ſtreet of *Skirpenbeck* aforeſaid, on the North; by a Glebe Garth, belonging to the ſaid *John Dealtary*, on the Eaſt; and by Lands belonging to the ſaid *Henry Brewſter Darley*, on the Weſt and South; two Garths in *Skirpenbeck* aforeſaid, containing one Acre, three Roods, and nine Perches, or thereabouts, now in the Poſſeſſion of *Richard Beal*, and bounded by the Town-ſtreet of *Skirpenbeck* aforeſaid, on the South; by a Lane leading to *Longlands-Field* aforeſaid, on the Weſt; and by the Glebe Garths belonging to the ſaid *John Dealtary*, on the North and Eaſt; one Piece or Parcel of Land, called the *Weſt* and *Water-Garths*, as the ſame is now ſtaked out, containing two Acres and three Roods, or thereabouts, ſituated and being in *Skirpenbeck* aforeſaid, now in the Poſſeſſion of the ſaid *Thomas Creaſer*, and bounded by a Lane leading to *Hay-Bridge* Cloſes, and the ſaid *South-Field*, on the South; by the ſaid Church-Yard, on the Eaſt; by the ſaid *Longlands-Field*, on the North; and by the Glebe Garths and Gardens, on the Weſt; in the ſaid Field called *South-Field*, *Whitecroſs Flat*, Part of *Short Streetlands Flat*, and Part of *Blarem Flat*, as the ſame are ſtaked out, containing, together, thirty Acres, three Roods, and three Perches, or thereabouts, and which are bounded by the Lordſhip of *Full-Sutton*, in the ſaid County of *York*, on the South; and by Lands belonging to the ſaid *Henry Brewſter Darley*, on the North and Weſt; and by the Lordſhip of *Bugthorp*, in the County of *York* aforeſaid, on the Eaſt; and alſo two Cloſes, called *Broad-Ings*, in *Skirpenbeck* aforeſaid, containing twenty-one Acres, two Roods, and twenty-five Perches, or thereabouts, which are bounded by the Lordſhip of *Bugthorp* aforeſaid, on the South-Eaſt; by Lands belonging to the ſaid *Henry Brewſter Darley*, on the North-Weſt and North-Eaſt; and by the ſaid *John Dealtary*'s Flat, called *Whitecroſs-Flat*, and the ſaid Part of *Blarem Flat*, on the South-Weſt: And that the Hedges, Fences, and Ditches, on the Eaſt and Weſt Sides of the ſaid Lands, ſo hereby veſted in the ſaid *John Dealtary*, as Rector of *Skirpenbeck* aforeſaid, and his Succeſſors, Rectors thereof, ſituated, lying, and being in *Longlands-Field* and *Bilebridge-Leas*, and on the North and Eaſt Sides of the ſaid *Weſt* and *Water-Garths*, and on the North Sides of the ſaid Lands in the *South-Field* aforeſaid, ſo hereby veſted in the ſaid *John Dealtary* and his Succeſſors, ſhall be made, and for ever maintained, repaired, ſcoured, and cleanſed, by the ſaid *Henry Brewſter Darley*, his Heirs or Aſſigns: And that the Hedge, Fence, and Ditch on the Weſt Side of the ſaid laſt-mentioned Lands, in the *South-Field* aforeſaid, ſhall be made, maintained, repaired, ſcoured, and cleanſed, by the Occupier or Occupiers of the Lands hereby and herein after veſted in the ſaid Truſtees, in Truſt for the ſaid Pariſh of *All Saints* in the *Pavement*.

And by whom the Fences, &c. are to be made and repaired.

Annuity of 62 *l.* 12 *s.* 8 *d.* to the Rector and his Succeſſors.

And it is hereby further Enacted, by the Authority aforeſaid, That, from and after the paſſing of this Act, one Yearly Rent or Annual Sum of Sixty-two Pounds Twelve Shillings and Eight-pence, of lawful Money of *Great-Britain*, ſhall be veſted in the ſaid *John Dealtary*, and his Succeſſors, Rectors of the Pariſh Church of *Skirpenbeck* aforeſaid, for ever; and ſhall be iſſuing out of, and charged upon, all and every the Lands and Grounds ſo to be hereby veſted in the ſaid *Henry Brewſter Darley*, and his Heirs, and ſhall be payable and paid to the ſaid *John Dealtray*, and his Succeſſors, Rectors as aforeſaid, at or in the Porch of the Pariſh Church of *Skirpenbeck* aforeſaid, at or on the Feaſts of the *Annunciation* of the *Bleſſed Virgin Mary*, and St. *Michael* the *Arch-Angel*, in every Year, by equal Portions; the firſt Payment thereof to be made at or on the Feaſt of St. *Michael* the *Arch-Angel*, next after the paſſing of this Act.

And

And it is hereby further Enacted and Declared, That if the ſaid Yearly Rent of Sixty-two Pounds Twelve Shillings and Eight-pence, or any Part thereof, ſhall be behind and unpaid for twenty Days next after either of the ſaid Feaſts herein before-mentioned for Payment thereof, then, and in ſuch Caſe, from Time to Time, as often as it ſhall ſo happen, it ſhall and may be lawful to and for the ſaid *John Dealtary*, and his Succeſſors, Rectors of the ſaid Pariſh Church of *Skirpenbeck* aforeſaid, into and upon the Premiſſes, charged with the Yearly Rent or Sum ſo behind and unpaid, or any Part thereof, to enter and diſtrain, and to take, carry away, or otherwiſe legally diſpoſe of the Diſtreſs and Diſtreſſes ſo taken; and alſo to take and receive the Rents, Iſſues, and Profits of the ſame Premiſſes, to his and their own Uſe and Benefit, untill thereby or therewith, reſpectively or otherwiſe, all Arrears of the ſaid Yearly Sum, due at the Time of ſuch Entry and Diſtreſs, and that during ſuch Poſſeſſion ſhall grow due, and all Coſts, Charges, and Expences, attending ſuch Entry, Diſtreſs, and Perception of Rents, and all Loſſes and Damages to be ſuſtained by the ſaid Rector, and his Succeſſors reſpectively, by Reaſon of the Non-payment of the ſaid Yearly Rent, ſhall be fully paid and ſatisfied.

Power of Diſtreſs and Entry for Non-payment.

And it is hereby further Enacted and Declared, That the Lands, Parcels of Ground, Frontſtead, Garths, and Cloſes, ſo veſted in the ſaid Rector, and his Succeſſors as aforeſaid; and the ſaid Annual Rent or Yearly Sum, hereby veſted and directed to be paid to him and them, ſhall be in Lieu, Satisfaction, and Compenſation, as well of and for the ſaid five Oxgangs of Glebe Land, and the ſaid Beaſtgates, in the ſaid Paſtures called *Middle-Carr* and *Bilebridge*; as alſo of and for all his and their Right of Common, and all his and their Tythes, *Eaſter* Offerings, and other Eccleſiaſtical Dues, of what Nature or Kind ſoever, (except ſuch as are due, or to grow due, for or in reſpect of, or from the Owner or Occupier of, the ſaid *John Moſey*'s Cottage and Orchard) coming, growing, renewing, and ariſing due and payable, or to grow due and payable out of, or within, the Manor and Townſhip of *Skirpenbeck* aforeſaid: And that, immediately after the paſſing of this Act, all ſuch Tythes, Beaſtgates, Right of Common, *Eaſter* Offerings, and other Eccleſiaſtical Dues, of what Nature or Kind ſoever, of or belonging to, or to be claimed by, the ſaid Rector, and his Succeſſors, within the Manor and Townſhip aforeſaid, (except as before excepted) ſhall ceaſe, determine, and be extinguiſhed.

What the Lands and Annuity, veſted in the Rector, are to be in Lieu of.

Provided always, That nothing in this Act contained ſhall prejudice, defeat, or impeach, the Right, Title, or Intereſt of the ſaid Rector, or his Succeſſors, to any Mortuaries or Surplice Fees due, or to become due, within the ſaid Manor and Townſhip of *Skirpenbeck*.

But not to prejudice the Rector, as to Mortuaries and Surplice-Fees.

And it is hereby further Enacted and Declared, That, in all future Rates and Levies to be made in the ſaid Townſhip of *Skirpenbeck*, for Repairs of, or any other Matter or Thing relating to, the Church of *Skirpenbeck* aforeſaid, the Meſſuage, Garths, Gardens, Lands, Grounds, Annual Rent, and Premiſſes, hereby or otherwiſe veſted in the ſaid *John Dealtary*, and his Succeſſors, as Rectors thereof, ſhall be exempt, freed, and diſcharged: And that, in all future Rates and Levies to be made in the ſaid Townſhip of *Skirpenbeck*, for and towards the Land-Tax, Relief of the Poor, and reimburſing the Overſeers of the Poor in and for the ſaid Townſhip, the Money by them reſpectively to be laid out, and every or any of them, ſuch Hereditaments, Rent, and Premiſſes, ſo veſted, ſhall be aſſeſſed, ſubject to, and chargeable with, the Payment of One Sixth Part, and no more, of the Sum and Sums to be raiſed and paid for thoſe Purpoſes, and every or any of them: And that in all future Rates and Aſ-

What Proportions of certain Taxes the Rector is to pay.

 ſeſſments

ſeſſments (commonly called the Conſtables Rate, or Aſſeſſment) to be made in and for the Conſtablery of *Skirpenbeck* aforeſaid, ſuch Hereditaments, Rent, and Premiſſes, ſo veſted, ſhall be aſſeſſed, ſubject to, and chargeable with, the Payment of One Tenth Part, and no more, of the Sum and Sums of Money to be, or intended to be, raiſed by every ſuch Rate or Aſſeſſment.

The Subchantor and Vicars Part, and what veſted in them and their Succeſſors.

And it is hereby further Enacted, That, in Lieu of the ſaid Two Oxgangs of Land, the ſaid Piece of Land called *Minſter-Dale*, and the ſaid two Beaſtgates, whereof the ſaid Subchantor and Vicars Choral are ſeized, to them and their Succeſſors, the ſeveral Lands or Parcels of Ground herein after particularly mentioned and ſpecified, ſhall, from and after the paſſing of this Act, be veſted in, and held and enjoyed, in Severalty, by the ſaid Subchantor and Vicars Choral, and their Succeſſors; that is to ſay, in the *South-Field* aforeſaid, Part of *Blarem-Flat*, and Part of *Peaſebridge-Flat*, as the ſame are now ſtaked out, containing, together, twelve Acres and two Roods, or thereabouts, and bounded by that Part of *Blarem-Flat* hereby veſted in the ſaid *John Dealtary*, and his Succeſſors; and by another Part of *Blarem-Flat*, hereby and herein after veſted in the ſaid Truſtees, in Truſt, for the ſaid Pariſh of *All Saints*, in the *Pavement*, South and Weſt; and by Lands belonging to the ſaid *Henry Brewſter Darley*, on the North, and the ſaid Cloſes, called *Broad-Ings*, on the Eaſt: And that the Hedges, Fences, and Ditches on the North and Weſt Sides of the ſaid Lands, or Parcels of Ground, ſo veſted in the ſaid Subchantor and Vicars Choral, and their Succeſſors, ſhall be made, and for ever maintained, repaired, ſcoured, and cleanſed, by the ſaid *Henry Brewſter Darley*, his Heirs or Aſſigns.

And by whom the Fences, &c. are to be made and repaired.

The ſaid Truſtees Part, and what veſted in them and their Heirs in Truſt.

And be it further Enacted, That, in Lieu of the ſaid four Oxgangs and an Half of Land, whereof the ſaid *Francis Smith*, *Charles Wightman*, *Thomas Siddal*, *Chriſtopher Colton*, and *William Yates*, are ſeized, to them and their Heirs, in Truſt, as aforeſaid, the ſeveral Lands, or Parcels of Ground, herein after particularly mentioned and ſpecified, ſhall, from and after the paſſing of this Act, be veſted in, and held and enjoyed, in Severalty, by them the ſaid *Francis Smith*, *Charles Wightman*, *Thomas Siddall*, *Chriſtopher Colton*, and *William Yates*, and their Heirs, in Truſt, for the public Uſe and Benefit of the Pariſhioners of the Pariſh of *All Saints*, in the *Pavement*, in the ſaid City of *York*, and for and towards the Repairing of the Church of *All Saints*, in the *Pavement* aforeſaid, and for the Help and Relief of the poor Inhabitants of the ſaid Pariſh, and for other common Uſes in the ſaid Pariſh for ever, in ſuch Sort as have been in former Times accuſtom'd; that is to ſay, in the *South-Field* aforeſaid, *Great Streetlands-Flat*, *Little Streetland Butts-Flat*, *Long Streetland-Flat*, Part of *Blarem-Flat*, and Part of *Short Streetlands-Flat*, as the ſame are now ſtaked out, containing, together, twenty-nine Acres, or thereabouts; which ſaid Lands, or Parcels of Ground, are bounded by the ſaid Lordſhip of *Full-Sutton*, on the South; by the Lands in *Blarem-Flat* and *Short Streetlands-Flat*, ſo veſted in the ſaid *John Dealtary* and his Succeſſors, on the Eaſt; by the Lands in *Blarem-Flat*, ſo veſted in the ſaid Subchantor and Vicars Choral, and their Succeſſors, and Lands belonging to the ſaid *Henry Brewſter Darley*, on the North and Weſt: And that the Hedges, Fences, and Ditches on the Eaſt, North, and Weſt Sides of the ſaid Lands, or Parcels of Ground, ſo veſted in the ſaid Truſtees and their Heirs, in Truſt, as aforeſaid, ſhall be made, maintained, repaired, ſcoured, and cleanſed, by the ſaid *Henry Brewſter Darley*, his Executors, Adminiſtrators, or Aſſigns, for and during the Time he or they ſhall hold and enjoy the ſame; and afterwards by the ſaid Truſtees, and their Heirs and Aſſigns, for ever.

And by whom the Fences, &c. are to be made and repaired.

And be it further Enacted, That, in Lieu of the Oxgangs of Land, Parcels of Ground, Lands, Tythes, Hereditaments, and Premiſſes, in or upon the ſaid open Common Fields, Meadow Grounds, and Paſtures, whereof the ſaid *Henry Brewſter Darley* is now ſeized to him and his Heirs for ever, or hath any Eſtate or Intereſt in all the ſeveral other Pieces or Parcels of Ground, Lands, Meadow Grounds, Waſte Grounds, Balks, and other Premiſſes whatſoever, in all and every, or any, of the ſaid open Fields, Meadow Grounds, and Paſtures, and not hereby or herein before-mentioned to be veſted in the ſaid *John Dealtary*, and his Succeſſors, the ſaid Subchantor and Vicars Choral, and their Succeſſors, and the ſaid *Francis Smith*, *Charles Wightman*, *Thomas Siddall*, *Chriſtopher Colton*, and *William Yates*, and their Heirs, ſhall be, and are hereby, veſted in, and ſhall be held and enjoyed, in Severalty, by the ſaid *Henry Brewſter Darley*, his Heirs and Aſſigns, for ever.

Mr. *Darley*'s Part, and what veſted in him and his Heirs.

And that the Hedges, Fences, and Ditches of the ſaid Hereditaments and Premiſſes, ſo veſted in the ſaid *Henry Brewſter Darley*, and his Heirs and Aſſigns, ſhall be made, and for ever maintained, repaired, ſcoured, and cleanſed, by the ſaid *Henry Brewſter Darley*, his Heirs or Aſſigns.

And by whom the Fences are to be made and repaired.

And it is hereby further Enacted, That from and immediately after the paſſing of this Act, all Tythes whatſoever, (except the Tythes of the ſaid *John Moſey*'s ſaid Cottage and Orchard) coming, growing, renewing, or ariſing within the Manor and Townſhip of *Skirpenbeck* aforeſaid; and alſo all Beaſtgates and Right of Common belonging to, or claimed by, any Perſon or Perſons whatſoever, in, over, or upon any of the ſaid open Fields, Meadow Grounds, and Common Paſtures, or Common Grounds, lying and being within the Manor and Townſhip of *Skirpenbeck* aforeſaid, ſhall ceaſe and be extinguiſhed.

All Tythes (except of *John Moſey*'s Cottage and Orchard) and Common-Right to ceaſe.

Provided always, and it is hereby Enacted and Declared, That if any Farmer or Occupier, Farmers or Occupiers of Lands, within the Manor and Townſhip of *Skirpenbeck* aforeſaid, ſhall quit, leave, or depart from his or their reſpective Farms or Tenements, at *Lady-Day* or *May-Day*, 1758, and, according to the Courſe of Huſbandry there uſed, ſhall be intitled to the Summer Crop in and upon the Premiſſes ſo quitted or left; then, and in ſuch Caſe, the ſaid *Henry Brewſter Darley*, his Heirs or Aſſigns, ſhall be intitled, and may and ſhall take ſuch Tythes, in Kind, of the ſaid Crop or Crops reſpectively, and ſhall have ſuch and the ſame Remedies for gathering, collecting, and taking the ſame, as he and they, or the ſaid Rector, could or might have had and taken reſpectively, in caſe this Act had not been made. **And it is hereby further Enacted and Declared**, That the Coſts, Charges and Expences, incident to and attending the obtaining of this preſent Act, and of ſurveying and ſtaking out the Lands and Grounds, ſo intended to be incloſed as aforeſaid, ſhall be borne and defrayed by the ſaid *Henry Brewſter Darley*, his Heirs, Executors, or Adminiſtrators.

Proviſion as to Payment of Tythes, by Farmers quitting their Farms at *Lady-Day* or *May-Day*, 1758.

And it is hereby further Enacted and Declared, That nothing in this Act contained, ſhall be conſtrued, deemed, or taken to revoke, make void, alter, or annul, any Deed, Will, Settlement, Title, Security, Leaſe, or Charge, of or upon, or anywiſe affecting any of the ſaid Lands, Glebe, Tythes, and Grounds, ſo veſted as aforeſaid: But that the ſeveral Lands and Grounds, ſo veſted in each of the ſaid Proprietors, ſhall, immediately after the paſſing of this Act, be, remain, and enure and be held and enjoyed; and the ſeveral Perſons, in whom the ſame ſhall be ſo reſpectively veſted, ſhall from thenceforth ſtand and be ſeized thereof, to and for ſuch and the ſame Uſes

Wills, Settlements, and Incumbrances, not to be prejudiced.

and Eſtates, upon the ſame Truſts, and under and ſubject to the ſame Out-payments, Charges, and Incumbrances, in all Reſpects, as the ſeveral Lands, Glebe, Tythes, and Grounds, in reſpect whereof ſuch Lands and Grounds, ſo veſted, are or would have been ſubject and liable to, charged with, and affected by, in caſe the ſame had remained unincloſed, or this Act had not been made.

Power for the Subchantor and Vicars Choral, and their Succeſſors, to leaſe their Lands.

And it is hereby further Enacted, That it ſhall and may be lawful to and for the ſaid Subchantor and Vicars Choral, and their Succeſſors, for the Time being, from Time to Time, and at all Times, after the preſent Leaſe of the ſaid two Oxgangs of Land, the ſaid Piece of Land called *Minſter-Dale*, and the ſaid two Beaſtgates, in the ſaid Paſture call'd *Middle-Carr*, now held by the ſaid *Henry Brewſter Darley*, ſhall expire, or be ſurrendered or determined, to grant or leaſe the Lands or Parcels of Ground hereby veſted in the ſaid Subchantor and Vicars Choral, and their Succeſſors, unto any Perſon or Perſons, for ſuch Term and Terms, and under ſuch Conditions and Reſtrictions, as they reſpectively could or might have granted the ſaid two Oxgangs of Land, Piece of Land, and Beaſtgates, in caſe this Act had not been made.

Highways and Roads ſet out.

And it is hereby further Enacted, That from and after the paſſing of this Act there ſhall be the publick Highways or Roads, and private Highway or Road, in, over, and upon ſuch Part and Parts of the ſaid Lands and Grounds, ſo veſted as aforeſaid, as are herein after particularly mentioned and ſpecified: That is to ſay, One publick Highway, or Road, of the Breadth of forty Feet at leaſt, between and excluſive of the Ditches, into, through, and over that Part of *Bilebridge-Leas*, ſo veſted in the ſaid *John Dealtary*, and *Bilebridge-Paſture*, where the Road now is: Another publick Highway or Road, of the Breadth of forty Feet at leaſt between and excluſive of the Ditches, into, through, and over the South End of the Lands and Grounds in *Longlands-Field*, ſo veſted in the ſaid *John Dealtary*, and where the Road now is: Another publick Highway or Road, of the Breadth of forty Feet at leaſt, between and excluſive of the Ditches, from the Town of *Skirpenbeck* aforeſaid, into, through, and over the Eaſt End of the *Church-Flat*, now in the Poſſeſſion of *Thomas Creaſer*, and from thence into, through, and over the Eaſt End of the ſaid Field, call'd *South-Field*, leading from the ſaid *Church-Flat* to the Lordſhip of *Bugthorp* aforeſaid: Another publick Highway or Road, of the Breadth of forty Feet at leaſt, between and excluſive of the Ditches, from the Town of *Skirpenbeck* aforeſaid, into, through, and over the Weſt End of the ſame *South-Field*, to the publick Highway or Road on the North Side of the Lordſhip of *Full-Sutton* aforeſaid: Another publick Highway or Road, of the Breadth of forty Feet at leaſt, between and excluſive of the Ditches, from the Town of *Skirpenbeck* aforeſaid, into, through, and over *Gamſgarth-Field* aforeſaid, to and into the Highway or Road leading from *Stamford-Bridge*, in the County of *York* aforeſaid, to *Garraby-Hill*, in the ſame County: Another publick Highway or Road, of the Breadth of forty Feet at leaſt, between and excluſive of the Ditches, from the Town of *Skirpenbeck* aforeſaid, into, through, and over the ſaid Fields, called *Gamſgarth-Field*, *Sand-Field*, *Ing Field*, *Longlands-Field*, *Bottom-Field*, and *Bilebridge-Leas*, in *Longlands-Field* aforeſaid, or ſome of them, to and into a Cloſe of the ſaid *Henry Brewſter Darley*'s, in the Lordſhip of *Skirringham* in the County of *York* aforeſaid, called *Bridge-End-Cloſe*; and one Cart and Carriage Road, for the only Uſe of the ſaid *John Dealtary*, and his Succeſſors, Rectors of the ſaid Pariſh Church of *Skirpenbeck*, from the laſt-mentioned Highway or Road, in Part of *Bilebridge-Leas*, along the ſaid *Bilebridge-Leas* to the River *Derwent*.

And it is hereby further Enacted, That it ſhall not be lawful for any Perſon or Perſons, on Horſeback, or with any Beaſt, Coach, Cart, Waggon, or other Carriage whatſoever, to uſe any other Way or Road, in or over the ſaid Fields, Meadow Grounds, or Common Paſtures, but ſuch Highways and Roads as are hereby, or by ſome other Act of Parliament, appointed; and one other Highway or Road, now in and over the ſame Fields and Paſtures, or ſome Parts thereof, leading from *Stamford-Bridge* aforeſaid to *Garraby-Hill* aforeſaid: And that all ſuch publick Highways or Roads, ſo hereby appointed, ſhall, from Time to Time, be made and repaired by the Townſhip of *Skirpenbeck* aforeſaid, in ſuch Manner as hath been heretofore accuſtomed, and as by the Laws of the Realm they are obliged to repair the ſame; and that ſuch Cart and Carriage Road, hereby appointed for the Uſe of the ſaid *John Dealtary*, and his Succeſſors, Rectors of the ſaid Pariſh Church of *Skirpenbeck*, ſhall be made, and for ever repaired, by the ſaid *Henry Brewſter Darley*, his Heirs or Aſſigns.

No other Highways or Roads to be uſed but the above, and thoſe appointed by former Acts of Parliament, and the Highway from *Stamford-Bridge* to *Garraby-Hill*.

By whom new Ways to be repaired.

Provided always, and be it further Enacted by the Authority aforeſaid, That any Proprietor or Owner of any of the Lands or Grounds ſo veſted, during ſeven Years, from and after the paſſing of this Act, may ſet up a Gate or Gates, croſs any Part or Parts of ſuch public Highways or Roads, againſt his or their Lands, to prevent Cattle deſtroying any Fence which ſhall be planted for incloſing any Parts of the ſaid Fields, Meadow Grounds, or Paſtures, the ſaid Proprietor or Owner, (other than the ſaid *Henry Brewſter Darley*, or the Lord or Lords of the ſaid Manor for the Time being) diſclaiming all Right or Property in or to the Soil of every ſuch publick Highway or Road, now being, or to be, in, upon, or through the ſaid Fields, Meadow Grounds, or Common Paſtures.

Owner of Lands may fix a Gate croſs ſuch Highways, to prevent any new Fence being deſtroyed.

Provided alſo, and be it further Enacted by the Authority aforeſaid, That nothing herein contained ſhall be conſtrued to defeat, leſſen, or prejudice the Right, Title, or Intereſt of him the ſaid *Henry Brewſter Darley*, of, in, and to the Seigniory and Royalties incident and belonging to the ſaid Manor of *Skirpenbeck*: But the ſaid *Henry Brewſter Darley*, and all and every Perſon and Perſons claiming under him, as Lord of the ſaid Manor for the Time being, ſhall and may, from Time to Time, and at all Times for ever hereafter, hold and enjoy all Rents, Services, Courts, Perquiſites, and Profits of Courts, Mines, Goods, and Chattels of Felons and Fugitives; Felons of themſelves, and Perſons put in Exigent, Deodands, Waifs, Eſtrays, Forfeitures, and other Royalties and Seigniories to the ſaid Manor, or to him, them, or any of them, as Lord or Lords thereof, incident, appendant, belonging, or appertaining, (other than and except the Soil of the Lands and Parcels of Ground ſo veſted in the ſaid *John Dealtary*, the ſaid Subchantor and Vicars Choral, and the ſaid Truſtees for the ſaid Pariſh of *All Saints*, in the *Pavement*; and alſo ſuch Common-Right as could or might be claimed by him or them reſpectively, as Lord or Lords of the ſaid Manor, or otherwiſe, in and upon the Premiſſes ſo veſted and intended to be incloſed, in as full, ample, and beneficial Manner, to all Intents and Purpoſes, as he or they could or might have, had, held, and enjoyed the ſame, in caſe this Act had not been made.

The Rights of the Lord of the Manor not to be prejudiced.

Saving always to the King's Moſt Excellent Majeſty, his Heirs and Succeſſors, and to all and every other Perſon and Perſons, Bodies Politic and Corporate, his and their Heirs, Succeſſors, Executors, and Adminiſtrators, (other than the Lord of the Manor of *Skirpenbeck* for the Time being, and all other Perſon and Perſons, intitled to any Right of Common, in and on the ſaid Fields, Meadow Grounds, or Common

General Saving.

Paſtures, of and in the ſaid Townſhip of *Skirpenbeck*, in the ſaid Manor, his and their Heirs, Succeſſors, Executors, and Adminiſtrators, reſpectively) all ſuch Right, Title, and Intereſt, as they, every, or any of them, had and enjoyed, of, in, to, or out of the ſaid Fields, Meadow Grounds, or Common Paſtures, ſo veſted and intended to be incloſed as aforeſaid, before the paſſing of this preſent Act, or could or might have had and enjoyed, in caſe this Act had not been made.

T C D 4

ACT

FOR

Dividing and Allotting certain Fields, Meadow Grounds, and Common Paſtures, in the Manor and Townſhip of *Skirpenbeck*, in the County of *York*; and for other Purpoſes therein mentioned.

1758.

K Great Brit. - George II
No 29
31 Geo. II - c. 29

An ACT *for Dividing and Incloſing certain Open and Common Fields called* Northleigh Common Fields, *and a Common or Waſte called* Northleigh Heath, *within the Pariſh or Townſhip of* Northleigh, *in the County of* Oxford.

Whereas there are lying and being, within the Pariſh or Townſhip of *Northleigh*, in the County of *Oxford*, ſeveral large, open, and common arable, meadow, and paſture Grounds, and commonable Lands, called and known by the general Name or Denomination of *Northleigh Common Fields*, and which are computed to conſiſt of and contain together, Fifty-two Yard-Lands, or thereabouts: And there is alſo lying within the ſame Pariſh or Townſhip, a large Common or Tract of waſte Ground, called or known by the Name of *Northleigh Heath*, containing by Eſtimation Six Hundred Acres, or thereabouts. Preamble.

And whereas the KING's moſt Excellent MAJESTY, in Right of his Crown of *Great-Britain*, is ſeized of the perpetual Advowſon, Right of Patronage, and Preſentation of, in, and to the Vicarage of the Pariſh of *Northleigh* aforeſaid. The King Patron.

And whereas *James Leigh Perrot*, Eſq; is Lord of the Manor of *Northleigh* aforeſaid, and is ſeized of ſeveral Yard-Lands, Tenements, and Hereditaments, lying and being within the ſaid common Fields and Pariſh or Townſhip of *Northleigh* aforeſaid; and the ſaid *James Leigh Perrot*, as Lord of the ſaid Manor, is the Owner of the Soil and Inheritance of the ſaid Common or Waſte called *Northleigh-Heath* aforeſaid, and is intitled to ſeveral Quit-Rents iſſuing out of, or payable for or in reſpect of certain Lands and Tenements lying in the ſaid common Fields and Heath aforeſaid. *James Leigh Perrot*, Eſq; Lord of the Manor.

The Governors of *Bridewell* Hospital Impropriators

And whereas the Mayor, Commonalty, and Citizens of the City of *London*, Governors of the Possessions, Revenues, and Goods of the Hospitals of *Edward* late King of *England* the Sixth, *Christ*, *Bridewell*, and *Saint Thomas the Apostle*, are the Owners of the Rectory Impropriate of the Parish of *Northleigh* aforesaid, as Part of the Possessions of the said Hospital of *Bridewell*, and in Right of their said Rectory, are seized of certain Glebe Lands lying in the said common Fields; and of all the great Tythes of Corn and Grain, and one Moiety of the Tythe of Hay, arising and renewing within the same common Fields. And *David Price*, Clerk, is Vicar of the Parish-Church of *Northleigh* aforesaid, and in Right of his said Vicarage, is seized of certain other Glebe Lands lying in the said common Fields, and is also intitled to the small Tythes, and the other Moiety of the Tythe of Hay arising within the same Fields:

David Price, Vicar.

Proprietors of Lands in the Fields.

And whereas the said *James Leigh Perrot* and *Thomas Brown*, *Elizabeth Wisdom*, *William Compton*, *Edward Caulcot*, and divers other Persons are together seized of, and are the Owners and Proprietors of all the Lands and Grounds lying in the said common Fields, and the said Proprietors in respect of their said Lands, as also divers Lessees and Tenants of the said Manor of *Northleigh* in respect of certain Estates therein, are intitled to, and do enjoy Common of Pasture for their Cattle, at certain Times in the Year, in, over, and upon all the said Common Fields; and the said Proprietors, Lessees, and Tenants, and the Owners and Occupiers of certain Cottages, and Tenements in the said Parish, or Township, are intitled to a Right of Common, in and upon the said Common, or waste Ground, called *Northleigh-Heath* aforesaid:

And whereas the said common Fields and waste Ground, or Heath, in their present Situation, yield but little Profit to the respective Owners and Proprietors thereof, and other Persons intitled to Right of Common therein, and while the same remain open and unincloſed are incapable of Improvement:

Proprietors desirous of enclosing.

And whereas the said *James Leigh Perrot*, the Governors of *Bridewell Hospital*, *David Price*, *Thomas Brown*, *Elizabeth Wisdom*, *William Compton*, *Edward Caulcot*, and several other Proprietors of Lands, and Persons intitled to Right of Common, in the said common Fields, and waste Ground, or Heath, as aforesaid, are desirous that the said common Fields and waste Ground, or Heath, may be incloſed, and that specific Parts and Shares thereof may be assigned, and allotted to, and amongst the several Proprietors thereof, and Persons interested therein, in Severalty, in lieu of their respective Lands, Grounds, Tythes, common Right, and Interests in the said common Fields, and waste Ground, or Heath, respectively, in the manner and subject to the Rules, Orders, and Directions hereinafter inserted, provided, and declared concerning the same.

But although such Division, Allotments, and Incloſure will tend greatly to the Advantage of the several Parties concerned, and be a great Improvement of their respective Properties and Interests in the said common Fields, yet as the same cannot be effectually made and established without the Aid and Authority of Parliament,

Be it therefore Enacted,

By the KING's most excellent MAJESTY,

Lands to be allotted by Commissioners.

By and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons in this present Parliament assembled, and by the Authority of the same, That the said common Fields, called *Northleigh common Fields* aforesaid, and

and all the common, arable, meadow, and paſture Grounds, commonable Lands, Hades, Balks, and Tying-Graſs comprized therein; as alſo the ſaid common, or waſte Ground, called *Northleigh-Heath*, aforeſaid, and all other commonable Lands whatſoever, lying and being within the ſaid Pariſh, or Townſhip of *Northleigh*, ſhall on or before the Twenty-fifth Day of *March*, which ſhall be in the Year of our Lord One thouſand Seven hundred and Fifty-nine, be divided, ſet out, and allotted by *Anthony Keck*, of *Great Tew*, *William Lenthall*, of *Burford*, in the ſaid County of *Oxford*, Eſquires; *Thomas Baſeley* of *Pryors-Marſton*, in the County of *Warwick*, Gentleman; *Job Baſeley* of the ſame Place, Gentleman; *George Salmon* of *Itchington*, in the ſaid County of *Warwick*, Gentleman; *Moſes Brookes* of *Minſter-Lovell*, in the ſaid County of *Oxford*, Yeoman, and *Edward Moulder* of *Swinbrooke*, in the ſaid County of *Oxford*, Yeoman, Commiſſioners appointed by this Act and their Succeſſors, or any Three or more of them, in the manner, and ſubject to the Rules, Orders, and Directions, in, and by this Act ordered, directed, eſtabliſhed, appointed and preſcribed.

Survey to be made.

And, for the more juſt and regular Diviſion and Diſtribution of the Lands and Grounds ſo to be divided and allotted as aforeſaid, and for better aſcertaining the ſame, **It is hereby further Enacted and Declared** by the Authority aforeſaid, That a true and perfect Survey and Admeaſurement ſhall be made of the ſaid common Fields, and of all the common, arable, meadow and paſture Grounds, commonable Lands, Hades, Balks, and Tying-Graſs, comprized therein, as alſo of the ſaid Common, or waſte Ground, called *Northleigh-Heath*, and all other the Premiſes ſo directed and intended to be incloſed as aforeſaid, ſometime before the Twenty-ninth Day of *September*, One thouſand Seven hundred and Fifty-eight, or as ſoon after as the ſame can conveniently be done, by ſuch Perſon or Perſons as the ſaid Commiſſioners, or their Succeſſors, or any Three or more of them, ſhall for that Purpoſe nominate or appoint; and that ſuch Survey and Admeaſurement ſhall be reduced into Writing, and the Number of Acres, Roods, and Perches, belonging to each Proprietor at the time of ſuch Survey, ſhall be therein ſet forth, aſcertained, declared, ſpecified and deſcribed; and the ſaid Survey when made ſhall be laid before the ſaid Commiſſioners, or their Succeſſors, or any Three or more of them, at all, and every of their Meetings, to be then after had in Purſuance of this Act.

Commiſſioners to make their Allotments before Lady Day, 1759.

And it is hereby further Enacted, by the Authority aforeſaid, That the ſaid Commiſſioners, or their Succeſſors, or any Three or more of them, ſhall have full Power and Authority, and they are hereby authoriſed, and required, at any time or times, after the ſaid Survey ſhall have been made and laid before them as aforeſaid, but before the ſaid Twenty-fifth Day of *March*, One thouſand Seven hundred and Fifty-nine to divide, ſet out, aſcertain, and allot the ſaid common Fields aforeſaid, and all and every the common, arable, meadow, and paſture Grounds, commonable Lands, Hades, Balks, and Tying-Graſs comprized therein, as alſo the ſaid Common, or waſte Ground, called *Northleigh-Heath*, and all other the Premiſes ſo appointed to be ſurveyed as aforeſaid, unto and amongſt the ſeveral Perſons who at the time of making ſuch Survey ſhall be intitled to Lands, Grounds, Tythes, and other Rights therein as aforeſaid, ſo near as conveniently may be to their reſpective Dwellings, and in proportion to their ſeveral and reſpective Shares and Intereſts, and Right of Common, and other Properties, in, and over the ſaid common Fields, waſte Grounds, or Heath, and other the Premiſes ſo directed to be divided as aforeſaid, or any Part, or Parts thereof, but ſubject nevertheleſs to the Rules, Orders, and Directions in and by this Act preſcribed, ordained, eſtabliſhed and appointed.

Commiſſioners not to give undue Preference.

Provided always, And it is hereby Enacted and Declared, That nothing in this Act contained ſhall extend, or be conſtrued to extend, to authorize

rize and impower the ſaid Commiſſioners, or their Succeſſors, or any Three or more of them, to give any undue Preference to any of the Parties intereſted and concerned in the ſaid intended Diviſion and Incloſure, in reſpect to their Allotments or Shares in the ſaid common Fields, and waſte Ground, or Heath, and other the Premiſes directed and intended to be divided and incloſed as aforeſaid; but that the ſaid Commiſſioners, or their Succeſſors, in making their Allotments, ſhall have due Regard to the Quality, Situation, and Convenience, as well as Quantity, of the Lands and Ground of the ſeveral Parties, to, or for whom the ſame ſhall be aſſigned, allotted, or appointed.

Commiſſioners to determine Diſputes.

Provided always, and it is hereby further Enacted, That if any Diſpute or Difference ſhall ariſe between the Parties intereſted in the ſaid intended Diviſion, and Incloſure, or any of them, touching, or concerning the reſpective Shares, Rights, and Intereſts which they, or any of them, now have, or claim to have, in the ſaid common Fields, waſte Ground, or Heath, and Premiſes ſo intended to be incloſed as aforeſaid, or the Tythes thereof, or touching the reſpective Shares and Proportions, which they, or any of them, ought to have, of and in the ſaid intended Diviſion and Incloſure, it ſhall and may be lawful to and for the ſaid Commiſſioners, and their Succeſſors, or any Three or more of them, and they are hereby required, by Examination of Witneſſes upon Oath, (which Oath the ſaid Commiſſioners, or any Three or more of them, are hereby authorized and impowered to adminiſter) and upon other proper and ſufficient Enquiry, Evidence and Satisfaction, to hear and finally determine the ſame; and ſuch Determination ſhall be binding and concluſive to all Perſons whomſoever.

Commiſſioners to allot One 16th Part of the Heath to the Lord for his Right to the Soil.

And it is hereby further Enacted, That the ſaid Commiſſioners, or any Three or more of them, ſhall and do, in the firſt Place, ſet out, allot, and aſſign unto and for the ſaid *James Leigh Perrot*, as a Compenſation for his Right and Intereſt, in and to the Soil of the ſaid Common, or waſte Ground, called *Northleigh-Heath* aforeſaid, One full Sixteenth Part (Quantity and Quality conſidered) of the ſaid Common or Heath, or ſo much other Land out of any Part of the Premiſes intended to be incloſed as aforeſaid as in the Judgment of the Commiſſioners making ſuch Allotment ſhall be thought equal in Value to ſuch Sixteenth Part, in one intire Plot, contiguous to the Lands and Eſtate of the ſaid *James Leigh Perrot*, in the ſaid Pariſh or Townſhip of *Northleigh*, or ſo near the ſame as conveniently may be, over and above, and excluſive of the Share and Proportion of Land which he ſhall be intitled to, and ſhall be allotted to him, in lieu of, or as an equivalent for, his Right of Common in the ſaid waſte Ground or Heath as aforeſaid.

Lands to be allotted to the Impropriators and Vicar reſpectively, in lieu of their Glebe and Tythes.

And be it hereby further Enacted, That the ſaid Commiſſioners and their Succeſſors, or any Three or more of them, ſhall in the next Place, ſet out and allot to and for the Governors of *Bridewell* Hoſpital and their Succeſſors, as Impropriators as aforeſaid, and alſo to and for the ſaid *David Price* and his Succeſſors, as Vicars of *Northleigh* aforeſaid, reſpectively, ſuch diſtinct and ſeparate Plots, Parcels, and Quantities of Ground, lying in the ſaid common Fields, and other the Premiſes ſo intended to be incloſed as aforeſaid, as in the Judgment of the Commiſſioners making ſuch Allotments, ſhall be thought a full Equivalent and Compenſation to the ſaid Impropriators and Vicar reſpectively, for their reſpective Glebe Lands and Right of Common, in and upon the ſaid common Fields, Heath, and Premiſes; And alſo ſuch further and other diſtinct and ſeparate Plots and Parcels of the Lands ſo intended to be incloſed as aforeſaid, (over and above, and excluſive of the Allotments to be made to the ſaid Impropriators and Vicar reſpectively, in lieu of their reſpective Glebe Lands and Right of Common as aforeſaid) as ſhall be a full Equivalent

lent and Compenſation to the ſaid Impropriators and Vicar reſpectively, for their ſeveral and reſpective Impropriate and Vicarial Tythes, ariſing within the ſaid common Fields and Premiſes ſo intended to be incloſed as aforeſaid; which ſaid laſt-mentioned reſpective Allotments ſhall, in the Judgment of the Commiſſioners making the ſame, ſeverally bear the ſame Proportion in annual Value to the whole annual Value of the ſeveral other Allotments to be made in purſuance of this Act, as the full and true yearly Value of the ſaid reſpective Tythes, in lieu whereof ſuch Allotments ſhall be made, reſpectively bore to the yearly Value of the Lands reſpectively chargeable therewith, and intended to be incloſed as aforeſaid, on or before the Twenty-ninth Day of *September*, One thouſand Seven hundred and Fifty-ſeven.

Lands to be allotted to the Impropriators and Vicar, in lieu of Tythes of ancient Incloſures, &c.

And whereas there are ſeveral antient Incloſures, or incloſed Lands, Tenements, and Hereditaments, within the Pariſh or Townſhip of *Northleigh* aforeſaid, being the Property of ſeveral of the Owners of Lands, or other Perſons intitled to a Right of Common in the ſaid common Fields, or waſte Ground or Heath, intended to be incloſed as aforeſaid, which are alſo ſubject to the Payment of the great Tythes of Corn and Grain, and to a Moiety of Tythe Hay to the ſaid Governors of *Bridewell* Hoſpital, as Impropriators as aforeſaid; And alſo to the Payment of ſmall Tythes, and the other Moiety of the Tythe-Hay to the ſaid *David Price*, as Vicar of *Northleigh* aforeſaid, **Be it therefore further Enacted**, by the Authority aforeſaid, That the ſaid Commiſſioners and their Succeſſors, or any Three or more of them, ſhall and may, and they are hereby authorized and required, to ſet out and allot, to and for the ſaid Governors of *Bridewell* Hoſpital, and their Succeſſors, as Impropriators as aforeſaid, and alſo to and for the ſaid *David Price* and his Succeſſors, Vicars, as aforeſaid, reſpectively, ſuch diſtinct and ſeparate Plots and Parcels of the Lands lying in the ſaid common Fields or Heath, and Premiſes ſo intended to be incloſed as aforeſaid, and belonging to the ſeveral Proprietors of the ſaid antient incloſed Lands, Tenements, and Hereditaments chargeable with, or liable to, the Payment of Tythes, as aforeſaid, or of the Lands to be allotted in lieu thereof, as in the Judgment of the Commiſſioners making ſuch reſpective Allotments, ſhall be thought a full Compenſation to the ſaid Impropriators and Vicar, reſpectively, for their ſeveral and reſpective Tythes, ariſing within, or payable out of, for, or in reſpect of the ſaid antient Incloſures, Tenements, and Hereditaments, or any of them, as aforeſaid; and when and as ſoon as ſuch Allotments ſhall be reſpectively made as aforeſaid, the ſaid antient Incloſures, Tenements, and Hereditaments, in lieu of the Tythes whereof any Allotments ſhall be made as aforeſaid, ſhall for ever then after remain diſcharged from the Payment of all Tythes, whatſoever.

The Allotments in lieu of Tythes, to be in full Satisfaction for the ſame.

And it is hereby further Enacted and Declared, That the ſaid ſeveral Plots and Parcels of Ground which ſhall be ſo aſſigned, laid out, and allotted to and for the ſaid Impropriators and Vicar reſpectively, and their reſpective Succeſſors as aforeſaid, ſhall be held and enjoyed by them in Severalty, and ſhall be in full Bar of, and Satisfaction and Compenſation for their reſpective Glebe Lands and Right of Common in the ſaid common Fields, Heath, and Premiſes, intended to be incloſed as aforeſaid; as alſo in lieu of, and in Satisfaction and full Compenſation for all the Impropriate and Vicarial Tythes, whatſoever, ariſing within, or due or payable to them reſpectively, for, out, or in reſpect of, any Lands or Ground in the ſaid common Fields and Premiſes intended to be incloſed as aforeſaid, or, for, or out of ſuch of the ſaid antient Incloſures, Tenements, and Hereditaments, in lieu of the Tythes whereof ſuch Allotments ſhall be made as aforeſaid.

Not to affect the Impropriators or Vicar's Right to Tythes, for which no Allotment ſhall be made.

Provided always, That nothing in this Act contained, ſhall prejudice, impeach, or defeat the Right or Title of the ſaid Governors of the ſaid Hoſpital of *Bridewell*, for the time being, or of the ſaid Vicar or his Succeſſors, of, in, or to any Tythes ariſing or renewing within, or payable to them reſpectively out of, for, or in reſpect of any antient incloſed Lands, or other Lands, Tenements, or Hereditaments, in the ſaid Pariſh or Townſhip of *Northleigh*, the Proprietors whereof have no Lands, Ground, Right of Common, or other Property in the ſaid common Fields and Premiſes intended to be incloſed as aforeſaid, or for which no Allotment ſhall be made of any Land as a Compenſation to the ſaid Impropriators and Vicar reſpectively, in purſuance of this Act: Nor prejudice, leſſen, or defeat the Right or Title of the ſaid Vicar or his Succeſſors, to any Oblations, Mortuaries, Eaſter-Offerings, or Surplice-Fees whatſoever, ariſing within the ſaid Pariſh or Townſhip of *Northleigh* aforeſaid, but that the ſame, and every of them, ſhall remain due and payable to the ſaid Vicar and his Succeſſors, in the ſame manner as before the making and paſſing this Act.

Nor the Vicar's Right to Surplice-Fees, &c.

The Vicar's Allotments to be laid together and incloſed at the Proprietors Expence.

And it is hereby further Enacted, That the ſaid Parcels of Land to be allotted to the ſaid Vicar and his Succeſſors, in purſuance of this Act, ſhall be allotted and laid out as near together as conveniently may be, and ſhall be incloſed and fenced round with Ditches and Quickſet Hedges, or in ſuch other manner, as the ſaid Commiſſioners and their Succeſſors, or any Three or more of them, ſhall order and appoint; and that the ſaid Hedges and Ditches, or other Fences, ſhall be made and preſerved, during the Term of Nine Years then next enſuing, by and at the Expence of the ſeveral Proprietors and Owners of the Lands and Grounds lying in the ſaid common Fields, hereby intended to be incloſed (except the ſaid Vicar and his Succeſſors, and the ſaid Governors of *Bridewell* Hoſpital in reſpect of their ſaid Glebe) in ſuch Shares and Proportions as the ſaid Commiſſioners and their Succeſſors, or any Three or more of them, ſhall order and appoint; and that from and after the Expiration of the ſaid Term of Nine Years, the ſaid Hedges and Ditches, or other Fences ſo to be made as aforeſaid, ſhall be preſerved and maintained, by and at the Expence of the ſaid *David Price* and his Succeſſors, Vicars of the Pariſh Church of *Northleigh* aforeſaid, for ever.

Allotment to be made for the Tenants of *Woodſtock* Manor, in Satisfaction of their Claim to a Right of Common.

And whereas the Owners and Occupiers of divers Farms, Lands and Tenements, lying and being within the Honor and Manor of *Woodſtock*, in the ſaid County of *Oxford*, and holden of the ſame Manor by Copy of Court-Roll, claim a Right to Common of Paſture for their commonable Cattle in and upon certain Parts of the ſaid common Fields and Premiſes ſo intended to be incloſed as aforeſaid, as appendant, appurtenant, or belonging to their ſaid Farms, Lands, and Tenements, lying within, and holden of the ſaid Manor of *Woodſtock:* And whereas, for the preventing, quieting, and ending all Doubts, Diſputes, and Differences, touching the Right and Title of the ſaid Claimants to ſuch Common of Paſture as aforeſaid, the ſaid *James Leigh Perrot* hath conſented, That ſuch Allotment ſhall be made as is hereinafter mentioned, preſcribed, and appointed: **Be it therefore further Enacted,** by the Authority aforeſaid, That it ſhall and may be lawful to and for the ſaid Commiſſioners and their Succeſſors, or any Three or more of them, and they are hereby required, at any time or times after the paſſing this Act, but before the ſaid Twenty-fifth Day of *March* One thouſand Seven hundred and Fifty-nine by Examination of Witneſſes upon Oath (which Oath the ſaid Commiſſioners and their Succeſſors, or any Three or more of them, are hereby authorized and impowered to adminiſter) and upon other proper and ſufficient Enquiry, Evidence and Satisfaction, to ſettle, aſcertain, and determine the full, true, and utmoſt Value, which the Uſe and Enjoyment of ſuch Common of Paſture hath, in any one Year within the Space of Seven Years now laſt paſt, amounted to or been of, to all the

the ſeveral Perſons claiming ſuch Right thereto as aforeſaid: And that as ſoon as conveniently may be after ſuch Value ſhall be known and aſcertained as aforeſaid, the ſaid Commiſſioners and their Succeſſors, or any Three or more of them, ſhall and may, and they are hereby required to ſet out, allot, and appoint ſuch Part, Parcel, or Quantity of the Lands in the ſaid common Fields belonging to the ſaid *James Leigh Perrot*, or of the Lands to be allotted to him in lieu thereof, as ſhall, in the Judgment of the ſaid Commiſſioners making ſuch Allotment, be in annual Value, double the Value ſuch Common of Paſture ſhall be aſcertained to have amounted to as aforeſaid; which ſaid laſt-mentioned Allotment ſhall be laid out in one or more Plot or Plots, in the moſt convenient Situation that may be, and the Graſs and Herbage growing and yearly renewing in and upon the ſame, ſhall at all times thenafter be and remain, for the ſole Uſe and Enjoyment in common, of the ſeveral Owners and Occupiers, for the time being, of the ſaid Farms, Lands and Tenements, holden of the ſaid Manor of *Woodſtock*, and claiming ſuch Right of Common as aforeſaid, excluſive of all other Perſons whomſoever, and ſhall be in full Bar and Satisfaction to them reſpectively, of and for all ſuch Right of Common as they have, or claim to have in and upon all other the ſaid Premiſes, ſo intended to be incloſed as aforeſaid; and after making ſuch Allotment as aforeſaid, all ſuch Right of Common ſo claimed as aforeſaid, ſhall ceaſe, and be for ever extinguiſhed.

Power to Commiſſioners to allot a Part of the Heath for a Cow Common for the Proprietors of Lands, if required.

Provided always, and it is hereby further Enacted, That in caſe any Three or more of the Proprietors and Owners of Lands and Grounds lying within the ſaid Townſhip of *Northleigh*, who are intitled to a Right of Common in and upon the ſaid Common or Waſte, called *Northleigh-Heath* aforeſaid, ſhall be minded and deſirous to have a Part and Share of the ſaid Heath allotted to them, in lieu of their Right of Common thereon, to be enjoyed as a Cow Common, with Stint; and ſhall by Writing under their Hands, directed to the ſaid Commiſſioners, require ſuch Allotment to be made to them accordingly; that then and in ſuch caſe, it ſhall and may be lawful, to and for the ſaid Commiſſioners, and their Succeſſors, or any Three or more of them, and they are hereby authorized and required to ſet apart and allot, to and for ſuch Proprietors and Owners who ſhall ſo require the ſame, ſuch Part, Parcel and Quantity of the ſaid Common or Waſte, called *Northleigh-Heath* aforeſaid, as ſhall, in the Judgment of the Commiſſioners making ſuch Allotment, be deemed a full equivalent and Satisfaction to ſuch Proprietors reſpectively, for their ſeveral and reſpective Rights of Common in and upon the ſaid Common or Waſte, called *Northleigh-Heath* aforeſaid; which ſaid laſt mentioned Allotment ſhall be fenced round by and at the Expence of the ſaid Proprietors, who ſhall require the ſame as aforeſaid; and ſhall at all times thenafter be uſed and enjoyed by them and their reſpective Tenants as a Cow Common, by ſuch determinate Stint as the major part of the ſaid Proprietors ſhall from time to time, by Writing under their Hands, agree upon; any thing in this Act contained to the contrary notwithſtanding.

The Cottagers Shares of the Heath to be laid out in 1 or 2 Plots and to be fenced at the Proprietors Expence.

Provided always, and it is hereby further Enacted, That the reſpective Shares of Land which the ſeveral Owners of the ſeveral Cottages within the ſaid Townſhip of *Northleigh* ſhall, in the Judgment of the ſaid Commiſſioners, be intitled to for their Right of Common, in reſpect of their ſaid Cottages, in and upon the ſaid Common or Waſte, called *Northleigh-Heath* aforeſaid, ſhall be ſet out and allotted in One or Two Plot or Plots (unleſs any of the Owners of the ſaid Cottages ſhall be deſirous to have ſuch his, her or their Share or Shares laid ſeparate and apart from the reſt, and which they ſhall be at Liberty to have on their giving Notice thereof in Writing to the ſaid Commiſſioners, ſome time before the Twenty-ninth Day of *September* 1758, and incloſing the ſame at their

own

own Expence) which ſaid Plot or Plots of Land ſo to be ſet out and allotted, ſhall be mounded round, and incloſed by and at the Expence of all the ſeveral Proprietors of Lands and Grounds, lying in the ſaid common Fields, directed to be incloſed as aforeſaid; and ſhall at all times thenafter be and remain for the ſole Uſe and Enjoyment in common of the ſeveral Owners or Occupiers of the ſaid Cottages for the Time being, whoſe Allotments ſhall be comprized therein as aforeſaid, in ſuch Manner, and with ſuch commonable Cattle, and by ſuch Stint and Proportion, in reſpect of each Cottage, as the Homage of the Court Baron of the ſaid Manor of *Northleigh*, ſhall, from time to time, limit, aſcertain, and agree upon, excluſive of all other Perſons whomſoever.

Commiſſioners to ſet out public and private Roads.

And it is hereby further Declared and Enacted, That the ſaid Commiſſioners and their Succeſſors, or any Three or more of them, ſhall and may, and they are hereby authorized and required to aſcertain, ſet out, and appoint both public and private Roads or Ways, Ditches, Drains, and Watercourſes through the new Incloſures and Allotments ſo to be made as aforeſaid, with the Aſſizes and Breadths thereof, ſo as all ſuch public Roads and Highways ſhall be and remain Forty Feet broad at the leaſt between the Ditches, (except Bridle or Foot-ways, in caſe any ſuch ſhall by the ſaid Commiſſioners be ſet out) and which ſaid public Roads and Highways, ſhall at all times for ever thenafter be repaired and kept in Repair, by, and at the Expence of all the Inhabitants within the Pariſh or Townſhip of *Northleigh* aforeſaid, or of ſuch Perſon or Perſons, as the ſaid Commiſſioners, or their Succeſſors, or any Three or more of them, ſhall appoint, in ſuch manner as the other Roads and Ways within the ſaid Pariſh or Townſhip were repaired and kept before the paſſing this Act, and as by the Laws of the Realm the ſame ought to be repaired and kept; and that it ſhall not be lawful for any Perſon or Perſons, after the making ſuch new Roads or Ways, to uſe any Roads or Ways, either public or private, over the ſaid new Incloſures on Foot, or with Horſes, Cattle, or Carriages, other than ſuch Roads or Ways as ſhall be ſo aſcertained, ſet out and appointed as aforeſaid.

The Herbage of the new Roads to belong to the Lord of the Manor.

Provided always, and it is hereby Enacted, That all the Herbage growing, and renewing in and upon all and every the Lanes, and public Roads ſo to be ſet out and appointed as aforeſaid, ſhall be, and remain for the ſole Uſe, Benefit and Advantage of the ſaid *James Leigh Perrot*, and his Heirs and Aſſigns, as Lords of the Manor of *Northleigh* aforeſaid, for ever.

The Fences, by whom to be made.

And it is hereby further Declared and Enacted, That where any Parcel of Land ſo to be allotted as aforeſaid, ſhall abut or adjoin upon any Highway, the Hedge, Ditch, and Fence of ſuch Allotment, ſo far as the ſame abuts and adjoins upon ſuch Highway, ſhall be made and maintained at the ſole Coſts and Charges of the Perſon intitled to ſuch Allotment for the time being, for ever; and all other the Hedges, Ditches, Drains, and Fences to be made for the incloſing, ſeparating, and dividing the ſaid common Fields and waſte Ground, or Heath, and other the Premiſes, purſuantto this Act, ſhall be made, and at all times hereafter repaired and maintained, by ſuch Perſon or Perſons, and in ſuch manner as the ſaid Commiſſioners and their Succeſſors, or any Three or more of them, ſhall by any Writing or Writings under their Hands and Seals, in that behalf award, order, direct and appoint, (except the Tenants of the ſaid Manor of *Woodſtock* claiming ſuch Right of Common as aforeſaid) and ſuch Award, Order, and Determination by the ſaid Commiſſioners, or their Succeſſors, or any Three or more of them in that behalf, ſhall be binding and concluſive to the ſeveral Parties ſo intereſted in and intitled to ſuch Shares and Allotments as aforeſaid.

Provided always nevertheleſs, And it is hereby Enacted and Declared, That all and every the Hedges, Ditches, Drains, and Fences, which by virtue of this Act, ſhall be directed to be made by any Perſon or Perſons for incloſing any Lands or Ground, which ſhall be allotted to them reſpectively, in lieu of any Lands, Ground, or Common Right in the ſaid common Fields, or other the Premiſes intended to be incloſed as aforeſaid, which at the time of making ſuch Allotment ſhall be holden of, from, or under the ſaid *James Leigh Perrot*, his Heirs or Aſſigns, by virtue of any Grant or Grants, Leaſe or Leaſes, for one or more Life or Lives, or for Years determinable on one or more Life or Lives, ſhall be made and maintained for the Term of Nine Years then next enſuing, by and at the Expence of the ſaid *James Leigh Perrot*, his Heirs and Aſſigns; and from and after the Expiration of the ſaid Term, the ſaid laſt-mentioned Hedges, Ditches, and Fences, ſhall be preſerved and maintained by and at the Expence of the reſpective Leſſees or Tenants, during the then Reſidue and Remainder of their reſpective Eſtates and Intereſts in the Lands and Ground ſo to be allotted to them reſpectively as aforeſaid, any thing in this Act contained, to the contrary notwithſtanding.

The Fences of the Leaſeholders under Mr. *Perrot* to be made by him.

And it is hereby further Enacted, That until the ſaid Allotments ſhall be made as aforeſaid, no Trees, Underwoods, Thorns, Hedges, Buſhes, or Shrubs, now ſtanding, growing, or being in or upon the Premiſes ſo to be incloſed and divided as aforeſaid, ſhall be lopped, topped, felled, grubb'd up, removed or carried off the ſaid Premiſes, but that all and every ſuch Trees, Underwoods, Thorns, Hedges, Buſhes, and Shrubs, ſhall be left for the Benefit of the Perſon and Perſons to whom the Ground or Soil, whereon the ſame are ſtanding, or being, ſhall be allotted by virtue of this Act (unleſs the ſaid Commiſſioners or their Succeſſors, or any Three or more of them, ſhall, by Writing under their Hands, authorize and allow the then Owner and Owners thereof to pull, grub up, or remove the ſame, or any part thereof, for his or their own Uſe, and which ſhall be lawful for them to do) and that ſuch Perſon and Perſons, for whoſe Benefit the ſame ſhall be left as aforeſaid, ſhall pay, or make to the former Owner or Owners thereof, ſuch Sum and Sums of Money, or other Satisfaction or Allowance for the ſame, within One Month next after making the ſaid Allotments, as the ſaid Commiſſioners and their Succeſſors, or any Three or more of them, ſhall, in their Diſcretion, by any Writing under their Hands, in that behalf, direct and appoint.

The Trees and Hedges to be left, and Satisfaction to be made to the former Owners.

And, for preventing all Differences and Diſputes relating to the ſaid Incloſure and Diviſions, **It is hereby Enacted,** by the Authority aforeſaid, That as ſoon as conveniently may be, after the ſaid Commiſſioners ſhall have compleated and finiſhed the Partitions and Allotments of the ſaid common Fields and waſte Ground or Heath, and other the Premiſes, hereby directed to be divided and incloſed as aforeſaid, purſuant to the Purport and Directions of this Act, they, or their Succeſſors, or any Three or more of them, ſhall form and draw up, or cauſe to be formed and drawn up, an Award or Inſtrument thereof in Writing, which ſhall expreſs and contain the Quantity, in Statute Meaſure, of Acres, Roods, and Perches, contained in the ſaid common Fields, and waſte Ground and Premiſes, ſo intended to be incloſed as aforeſaid, and the Quantity of each, and every Part and Parcel thereof, which ſhall be aſſigned and allotted to each of the Parties intitled to and intereſted in the ſame; and a Deſcription of the Situation, Buttals, and Boundaries of the ſame Parcels and Allotments reſpectively; and proper Orders and Directions for fencing and mounding the ſame, and for keeping the ſaid Mounds and Fences in Repair; and alſo for making and laying out proper Roads, Ways, and Paſſages in and through the ſame Premiſes; and alſo ſhall expreſs and contain ſuch other Orders,

Award to be made.

ders, Regulations, and Determinations, as ſhall be proper and neceſſary to be inſerted therein, conformable to the Tenor and Purport of this Act; which ſaid Inſtrument ſhall be fairly ingroſſed and written on Parchment, and ſigned and ſealed by the ſaid Commiſſioners and their Succeſſors, or any Three or more of them, and ſhall, within Twelve Calendar Months next after the ſame ſhall be ſigned and ſealed as aforeſaid, be inrolled with the Clerk of the Peace for the County of *Oxford*, to the end Recourſe may be had to the ſame by any Perſon or Perſons intereſted in the ſaid intended Incloſure (for the Inſpection and Peruſal whereof, the Sum of One Shilling ſhall be paid, and no more) and a Copy thereof, ſigned by the Clerk of the Peace for the ſaid County, purporting the ſame to be a true Copy (for which no more ſhall be paid than Two-pence *per* Sheet, each Sheet to contain Ninety Words) ſhall from time to time, and at all times hereafter, be admitted and allowed in all Courts whatſoever, as legal Evidence of the ſame; and the ſeveral Allotments, Partitions, and Diviſions, ſo made by the ſaid Commiſſioners and their Succeſſors, or any Three, or more of them, in and by ſuch Award or Inſtrument in Writing, ſo executed and inrolled as aforeſaid, ſhall be, and are hereby declared to be binding and concluſive unto, and upon all and every the ſeveral Parties ſo intereſted in the ſaid common Fields and waſte Ground or Heath, and other Premiſes ſo directed to be divided and incloſed as aforeſaid.

Allotments to be incloſed within Twelve Months after Award is made.

And it is hereby further Enacted, That when the ſaid common Fields and waſte Ground or Heath, and other the Premiſes directed and appointed by this Act to be incloſed, ſhall be ſet out, aſcertained and allotted by the ſaid Commiſſioners, or their Succeſſors, or any Three, or more of them, by ſuch Award, Inſtrument, or Writing, as herein before mentioned, the ſeveral Parcels of Lands and Ground ſo to be allotted and ſet out reſpectively, ſhall within Twelve Calendar Months after the ſigning and ſealing the ſaid Award, Inſtrument, or Writing, be incloſed, hedged, ditched, drained, and fenced, in ſuch manner as the ſaid Commiſſioners, or their Succeſſors, or any Three or more of them ſhall, in ſuch their Award, order and direct.

Method of proceeding againſt Perſons neglecting to fence their Allotments.

And it is hereby further Enacted, That if any Perſon or Perſons ſhall not within Twelve Calendar Months next after the ſigning and ſealing the ſaid Award, incloſe, hedge, ditch, drain and fence, the ſeveral Parcels of Lands ſo to be allotted to him, her, and them reſpectively as aforeſaid, in ſuch manner as the ſaid Commiſſioners and their Succeſſors, or any Three, or more of them, ſhall in ſuch their Award, order and direct as aforeſaid, it ſhall and may be lawful to and for the Proprietor or Proprietors of, or other Perſon or Perſons intereſted in, the Lands next adjoining to the Lands of the Perſon or Perſons ſo neglecting or refuſing as aforeſaid, to exhibit a Complaint in Writing againſt ſuch Perſon or Perſons, before One or more of his Majeſty's Juſtices of the Peace for the ſaid County of *Oxford*, not being intereſted in the Lands ſo to be incloſed, who ſhall ſummon the Parties concerned, examine Witneſſes upon Oath to the Nature of the Complaint, and ſhall order and direct the Perſon or Perſons exhibiting ſuch Complaint to make and repair the Hedges, Ditches, Drains, and Fences, of the Perſon or Perſons ſo neglecting or refuſing as aforeſaid; and alſo ſhall ſettle the Expences of making and repairing the ſame, and in caſe of the Parties refuſal or neglecting to pay the ſame upon Demand, ſhall by Warrant under his or their Hand and Seal, or Hands and Seals, directed to the Perſon or Perſons exhibiting ſuch Complaint as aforeſaid, cauſe the Expences of making and repairing the Hedges, Ditches, Drains and Fences of the Perſon or Perſons ſo neglecting or refuſing as aforeſaid, to be levied by Diſtreſs and Sale of the Goods and Chattels of the Perſon or Perſons ſo neglecting or refuſing to pay the ſame, rendering the Overplus (if any) to the Owner

ner or Owners of ſuch Goods and Chattels, after deducting the Charges of taking and making ſuch Diſtreſs or Diſtreſſes, and ſelling the ſame; or otherwiſe it ſhall and may be lawful to and for ſuch Juſtice or Juſtices of the Peace, by any Writing under his Hand and Seal, or their Hands and Seals, to authorize and impower the Perſon or Perſons exhibiting ſuch Complaint as aforeſaid, to enter into and upon the Lands, ſo to be allotted to ſuch Perſon or Perſons refuſing or neglecting to pay as aforeſaid, and to take and receive the Rents and Profits thereof reſpectively, until therewith the Expences of making and repairing the Hedges, Ditches, Drains and Fences of the Perſon or Perſons ſo neglecting or refuſing as aforeſaid, and alſo all Expences occaſioned by ſuch Entry upon and Perception of ſuch Rents and Profits of the ſaid Premiſes ſhall reſpectively be fully paid and ſatisfied.

Convenient Openings to be left.

And it is hereby further Enacted and Declared, That all convenient Gaps and Openings ſhall be left in the ſaid Fences and Incloſures for the Space of Twelve Calendar Months next enſuing the Execution of the ſaid Award, for the Paſſage of Cattle, Carts, and Carriages, in, by and through the ſame, unleſs the ſeveral Parties intereſted therein ſhall agree that the ſame ſhall be ſooner fenced in, made up, and incloſed.

Power to erect Gates acroſs the Roads.

Provided always, That all and each of the Proprietors of the new Incloſures, intended to be made in purſuance of this Act, ſhall have full Power and Liberty, at all times after the ſaid Award ſhall be made and executed as aforeſaid, to erect or ſet up any Gate or Gates, croſs any Part or Parts of the ſaid Roads to be made through, or againſt, his, her, or their own Lands, for keeping out Sheep and Cattle, and to prevent their deſtroying any Banks, Woods, Plants, Quickſetts or Fences, which ſhall be made or planted for incloſing fencing or improving, any Part or Parcel of the ſaid new Incloſures in purſuance of this Act; and alſo to erect, ſet up, or fix up Poſts, Rails, or other Fences, on the outſide of the Ditches which ſhall belong to their reſpective Allotments, not exceeding Two Feet from ſuch Ditches, for the Preſervation of their Quickſet Hedges, doing no wilful Hurt or Damage to ſtanding Corn or growing Graſs.

No Tree to be planted to obſtruct the Growth of the new Fences.

Provided always, and it is hereby Declared, That it ſhall not be lawful for any of the Proprietors of ſuch new Incloſures to plant, or ſet any Tree, or Trees, ſo near any Hedge or Fence of any of the other Proprietors, as that the Growth of any ſuch Hedge or Fence may be thereby hindred, obſtructed, or hurt.

The new Allotments to be in Satisfaction of the old Lands, and all Right of Common to ceaſe.

And it is hereby further Enacted, by the Authority aforeſaid, That the ſeveral Lands and Grounds which ſhall be aſſigned, ſet out, allotted and appointed unto and for the ſeveral Perſons, who, by virtue of this Act, ſhall be entitled to the ſame, ſhall be in full bar of, and in Satisfaction and Compenſation for, their ſeveral and reſpective Pieces and Parcels of Land and Ground, Right of Common, and other Rights and Properties whatſoever in over and upon the ſaid common Fields and waſte Ground or Heath, and other the Premiſes reſpectively, before the paſſing of this Act; and from and immediately after the making the ſaid Diviſions and Allotments, and Execution of the ſaid Award and Inſtrument of ſuch Tenor and Purport as aforementioned, all the Right of Common belonging to, or claimed by, all and every the Owners, Proprietors or Occupiers of Lands, Cottages, Tenements, or other Hereditaments, within the ſaid Pariſh or Townſhip of *Northleigh* aforeſaid, in over and upon the ſaid common Fields and waſte Ground or Heath, and every Part thereof, and all Tythes whatſoever, payable for or in reſpect of the Lands

Lands and Ground hereby directed and intended to be incloſed, ſhall ceaſe, determine, and be for ever extinguiſhed.

Power to exchange Lands.

And it is hereby further Enacted, by the Authority aforeſaid, That for the more convenient Situation and Diſpoſition of the ſeveral Farms and Lands of the ſeveral Freeholders, and Land-owners within the ſaid Pariſh, or Townſhip of *Northleigh*, upon the ſaid intended Diviſion, It ſhall and may be lawful to and for the ſaid Commiſſioners and their Succeſſors, or any Three or more of them, and they are hereby authorized and empowered, to aſſign, allot, ſet out, and appoint any Part or Parcel of antient incloſed Lands or Ground lying within the ſaid Pariſh or Townſhip, which belong to any of the Owners or Proprietors of Lands, or Ground, lying in the ſaid common Fields, in lieu of and in exchange for, any other Lands and Ground lying in the ſaid common Fields or Heath ſo intended to be incloſed as aforeſaid, or in lieu of, or for, any other old incloſed Grounds within the ſame Pariſh or Townſhip, ſo as all and every ſuch Exchange or Exchanges to be made as aforeſaid, be aſcertained, ſpecified, and declared in the Award or Inſtrument ſo directed to be made and executed as aforeſaid; and ſo as every ſuch Exchange be made by and with the Conſent and Approbation of the ſaid Proprietors, to be firſt teſtified by Writing under their reſpective Hands, and directed to the ſaid Commiſſioners; and all and every Exchange and Exchanges ſo to be made as aforeſaid, ſhall be good valid and effectual in Law to all Intents and Purpoſes whatſoever.

Rack-Rent Leaſes to be void at Lady Day, 1759.

And, for the facilitating ſuch intended Diviſion, Incloſure, and Allotment as aforeſaid, **It is hereby further Enacted and Declared,** That from and immediately after the Twenty-fifth Day of *March*, One thouſand Seven hundred and Fifty-nine all Leaſes at Rack-Rent then ſubſiſting, and all Agreements, of or for any Term or Number of Years not exceeding Twenty One Years, of, or in any Lands to be incloſed, or exchanged by virtue of this Act, or of, or for, all, or any part of the ſaid Tythes, in lieu whereof any Lands ſhall be allotted by virtue of this Act, ſhall, ſo far as the ſame affect any ſuch Lands and Tythes, ceaſe, determine and be utterly void for all the then reſidue of the ſaid Terms and Number of Years to come therein reſpectively; and that the reſpective Leſſors or Landlords ſhall pay or allow ſuch Sum or Sums of Money, or other Satisfaction, to the reſpective Leſſees, or other Perſons intereſted in any ſuch Leaſes, or Agreements, ſo to be determined as aforeſaid, as the ſaid Commiſſioners, or their Succeſſors, or any Three, or more of them, (who are hereby authorized and required to ſettle and adjuſt the ſame) ſhall in their Judgment think a full Equivalent and Compenſation for all ſuch Loſſes and Damages, as ſuch Leſſees, or other Perſons, ſhall ſuffer or ſuſtain by means or reaſon of the ſaid Leaſes and Agreements being made void in reſpect of ſuch Lands and Tythes as aforeſaid.

New Allotments to be ſubject to the ſame Uſes, Truſts & Tenures, as the old Lands were.

Provided always, That nothing in this Act ſhall extend, or be conſtrued, deemed, adjudged, or taken, to revoke, make void, alter or annul any Will, Settlement or Leaſe, (other than and except ſuch Leaſes as are by this Act expreſsly made void) or to prejudice any Perſon having or claiming any Jointure, Dower, Portion, Debt, or Incumbrance, out of upon or affecting any of the Lands, Ground, and Premiſes, ſo intended to be divided and incloſed, or which ſhall be exchanged in purſuance of this Act, or any part thereof reſpectively; but that the ſeveral Lands, Ground, and Premiſes, ſo to be aſſigned and allotted upon ſuch Incloſure and Diviſion to the ſeveral Proprietors and Perſons intereſted reſpectively, and which ſhall be taken in Exchange in purſuance of this Act, ſhall immediately after ſuch Allotments,

or

or Exchanges, be, remain, and enure, and the ſeveral Perſons to whom the ſame ſhall be aſſigned and allotted, and given in Exchange as aforeſaid, ſhall from thenceforth ſtand, and be ſeized thereof, to ſuch and the ſame Uſes, and to and for ſuch and the ſame Eſtates, and ſubject to ſuch and the ſame Wills, Limitations, Remainders, Leaſes (except as are before excepted) Charges, Tenures, Quit-Rents, and other Rents, Services, and Incumbrances, as the ſeveral Lands, Ground, Tythes, Tenements, Right of Common and Hereditaments, in lieu whereof ſuch Allotments and Exchanges ſhall be made as aforeſaid, now are or ſhould and would have been ſubject and liable to, charged with or affected by, in caſe the ſame had remained unincloſed and unexchanged, or this Act had not been paſſed.

The Lands in Tillage to be under Commiſſioners Management till Award made.

Provided always, and it is hereby Enacted, That in the mean time, and until the Execution of the ſaid Award, or Inſtrument, all the Tillage-Lands lying in the ſaid common Fields, Ground and Premiſes, ſo to be incloſed as aforeſaid, ſhall be kept, ordered and continued in ſuch Courſe of Huſbandry, as the ſaid Commiſſioners, or any Three or more of them, ſhall from time to time, order, direct, and appoint; and that no Meadow, Paſture, or freſh Ground in the ſaid common Fields, or Premiſes, hereby intended to be incloſed as aforeſaid, ſhall before that Time, be ploughed, broke up, or converted into Tillage:

Power to raiſe Money to pay the Expence of Incloſing, &c.

And whereas the ſaid Governors of *Bridewell-Hoſpital* aforeſaid, and ſeveral other Owners and Proprietors of Lands and Ground lying in the ſaid common Fields and Premiſes, ſo intended and directed to be divided and incloſed as aforeſaid, may have Occaſion to borrow Money to pay and defray their reſpective Shares and Proportions of the Charges and Expences incident to and attending ſuch Incloſure and Diviſion, and the obtaining this preſent Act, and cannot by reaſon of ſome Settlement or Settlements already made of the ſaid Grounds, Lands, and Premiſes, or ſome part thereof, or other Impediment or Incumbrance reſpectively affecting the ſame, make any effectual Security thereof, for the Money ſo to be to them reſpectively advanced, and lent for that Purpoſe; **Be it therefore further Enacted,** by the Authority aforeſaid, That it ſhall and may be lawful to and for the Governors of *Bridewell-Hoſpital* aforeſaid, and alſo for the ſeveral and reſpective other Owners and Proprietors of Lands and Ground lying in the common Fields and Premiſes ſo intended to be incloſed as aforeſaid, who ſhall be of the Age of One and Twenty Years, or upwards; as alſo for the Truſtees or Truſtee, Guardians, or Guardian, of ſuch of the ſaid Owners or Proprietors reſpectively, who ſhall be under the Age of One and Twenty Years, to charge all and every the Lands and Grounds which ſhall be aſſigned and allotted to the ſaid Governors, and the other Owners or Proprietors reſpectively, by virtue and in Purſuance of this Act, with any Sum, or Sums of Money, not exceeding Forty Shillings for every Acre of Lands and Ground, ſo to be allotted to them reſpectively, to be paid to ſuch Perſon or Perſons, as the ſaid Commiſſioners, and their Succeſſors, or any Three or more of them, ſhall for that Purpoſe nominate and appoint, in order to be applied and diſpoſed of for the Purpoſes aforementioned; and for ſecuring the Repayment of the ſaid Sum or Sums of Money with Intereſt to grant, mortgage, leaſe, or demiſe, the Lands and Grounds ſo to be charged, unto ſuch Perſon or Perſons who ſhall advance and lend the ſame reſpectively, for any Term or Number of Years; ſo as every ſuch Grant or Demiſe be made with a Proviſo or Condition to ceaſe and be void, or with an expreſs Truſt to be ſurrendered when ſuch Sum or Sums of Money thereby to be ſecured with the Intereſt thereof, ſhall be fully ſatisfied and paid, and ſo as the reſpective Owners, and Proprietors, who ſhall be ſeized of or intitled to the Lands or Ground ſo to be mortgaged as aforeſaid, for the Term

of their natural Lives, and ſhall be of the Age of One and Twenty Years or upwards at the time of making ſuch Mortgages, ſhall and do in every ſuch Grant or Demiſe to be made thereof, covenant to pay and keep down the Intereſt of the ſaid Money ſo to be by them reſpectively raiſed thereon as aforeſaid, during their reſpective Lives.

Securities to be good notwithſtanding prior Incumbrances.

And it is hereby further Enacted and Declared, That every ſuch Grant, Mortgage, Leaſe, or Demiſe of the ſaid Ground, Lands and Premiſes, or any Part or Parts thereof, ſo to be made in Purſuance of this Act, ſhall be good, valid and effectual in the Law for the Purpoſe thereby intended, notwithſtanding any Settlement, Will, Truſt, Uſe, Remainder, Limitation, or other Incumbrance, of, upon, affecting, or concerning the ſame Grounds, Lands, and Premiſes, or any Part or Parts thereof then in Being, or capable of taking Effect to the contrary.

Power to appoint new Commiſſioners on Death or Refuſal to act.

And it is hereby further Enacted, by the Authority aforeſaid, That when and ſo often as any one or more of the Commiſſioners appointed by this Act, or to be elected in manner hereinafter mentioned, ſhall die, or refuſe to act, then and in ſuch caſe, the ſurviving or other acting Commiſſioner or Commiſſioners, ſhall from time to time within Three Calendar Months, next after the Death or Refuſal of ſuch Commiſſioner or Commiſſioners to act, by Writing under his or their Hand and Seal, or Hands and Seals, appoint one or more Commiſſioner or Commiſſioners, not intereſted in the ſaid intended Incloſures, in the ſtead and place of each and every Commiſſioner, ſo dying, or refuſing to act as aforeſaid, and every ſuch Commiſſioner, ſo to be appointed, ſhall have the like Power and Authority by virtue of this Act, which the Commiſſioner or Commiſſioners, in whoſe Place or Places he or they ſhall ſucceed, was or were veſted with; provided that Notice be given in the Church of *Northleigh*, aforeſaid, of the Time and Place of meeting to chuſe ſuch Commiſſioner or Commiſſioners, at leaſt Fourteen Days before every ſuch Meeting.

The Expences of obtaining this Act, &c. by whom to be paid.

And it is hereby further Enacted, That the Charges and Expences incident to and attending the obtaining and paſſing this Act, and of the ſurveying, meaſuring, dividing, and allotting, the Lands, Ground, and Premiſes, intended to be incloſed as aforeſaid, and of preparing and enrolling the ſaid Award or Inſtrument, and all other the Charges and Expences of the ſaid Commiſſioners, and other neceſſary Expences in and about the Premiſes, ſhall be paid, borne and defrayed by the Owners and Proprietors, and Perſons intereſted of and in the ſaid Lands, Ground, and Premiſes, ſo intended to be incloſed, and the Tythes thereof in proportion to their reſpective Shares, Intereſts and Properties therein (except the ſeveral Perſons who hold any Eſtate for Life, or for Years determinable on Lives under the ſaid *James Leigh Perrot* as aforeſaid, the Shares of whoſe Expence in the Premiſes ſhall be borne by the ſaid *James Leigh Perrot*, and alſo except the ſaid *David Price* and his Succeſſors, Vicars as aforeſaid, and the ſaid Tenants of the Manor of *Woodſtock*, claiming ſuch Right of Common as aforeſaid) and that if any Diſpute ſhall ariſe concerning any Share or Proportion of ſuch Charges, or Expences, the ſame ſhall be ſettled and determined by the ſaid Commiſſioners, or their Succeſſors, or any Three or more of them, and that in caſe any of the Perſons aforeſaid, ſhall refuſe or neglect to pay his, her, or their Share or Proportion of ſuch Charges or Expences, within the Time to be limited by the ſaid Commiſſioners, or any Three or more of them, to ſuch Perſon or Perſons whom they ſhall appoint to receive the ſame; then the ſaid Commiſſioners, or any Three, or more of them, ſhall and may raiſe and levy the ſame by ſuch Ways and Means as are herein before provided and appointed for raiſing and levying the Expences of making

Method of proceeding againſt Perſons refuſing to pay their Share.

making the Fences of the Allotments to be made in purſuance of this Act, in caſe of any Party's Refuſal or neglect to pay the ſame.

And it is hereby further Enacted, by the Authority aforeſaid, That the ſaid Commiſſioners, or their Succeſſors, or any Three or more of them, do and ſhall, and they are hereby required to give public Notice in the Pariſh Church of *Northleigh* aforeſaid, upon ſome Sunday immediately after Divine Service, of the Time and Place of the firſt Meeting of the ſaid Commiſſioners, for the executing the Powers hereby veſted in them, at leaſt Ten Days before ſuch Meeting; and ſhall alſo give the like Notice of every ſubſequent Meeting for putting in Execution the Powers veſted in them by this Act, at the Church aforeſaid, Meetings by Adjournment only excepted.

Notice of the Commiſſioners Meeting.

Meetings by Adjournment excepted.

Provided always, and it is hereby further Enacted and Declared, by the Authority aforeſaid, That nothing in this Act contained ſhall prejudice, leſſen, or defeat the Right, Title, or Intereſt of the ſaid *James Leigh Perrot*, his Heirs, or Aſſigns, as Lords of the ſaid Manor of *Northleigh*, of, in, and to the Seignories and Royalties incident or belonging to the ſaid Manor, but that the ſaid *James Leigh Perrot*, and all and every other future Lord and Lords of the Manor for the Time being, ſhall and may, from time to time, and at all times hereafter, hold and enjoy all Rents, Services, Courts, Perquiſities, and Profits of Courts, and all other Royalties, Rights, and Privileges, to the ſaid Manor incident, appendant, belonging or appertaining (other than and except the Right to the Soil and Inheritance of ſuch Parcels of the ſaid Common, or Heath, called *Northleigh-Heath*, aforeſaid, as ſhall be allotted to the ſeveral other Proprietors and Perſons intereſted in Purſuance of this Act, and alſo except ſuch Right of Common as can or might be claimed by the Lord or Lords of the ſaid Manor upon the ſaid common Fields and Heath, ſo to be divided and incloſed, as aforeſaid,) in as full, ample, and beneficial Manner, to all Intents and Purpoſes, as he or they might have held, or enjoyed the ſame before the paſſing this Act, or in caſe the ſame had not been paſſed.

This Act not to prejudice the Lord of the Manor's Right to the Seignories, &c.

Saving always to the KING's Moſt Excellent MAJESTY, his Heirs and Succeſſors, and all and every other Perſon or Perſons, Bodies Politic and Corporate, his, her, and their Heirs, Succeſſors, Executors and Adminiſtrators, (other than and except the ſaid *James Leigh Perrot*, the Governors of *Bridewell Hoſpital*, the ſaid Vicar of *Northleigh*, and the ſeveral other Perſons intitled to any Lands, Grounds, Tythes, Common of Paſture, or other Common Rights, lying, being, and ariſing within the ſaid common Fields and Heath ſo directed to be incloſed as aforeſaid, his, her and their reſpective Heirs, Succeſſors, Executors, and Adminiſtrators) all ſuch Eſtate, Right, Title, Intereſt, Claim, and Demand, which they, every, or any of them had and enjoyed, of, in, to, or out of the ſaid Lands and Premiſes, ſo directed to be incloſed as aforeſaid, before the paſſing this Act, or could or might have had or enjoyed, in caſe the ſame had never paſſed.

General Saving Clauſe.

An ACT *for Dividing and Inclosing certain Open and Common Fields, called* Northleigh Common Fields, *and a Common or Waſte called* Northleigh Heath, *within the Pariſh or Townſhip of* Northleigh, *in the County of* Oxford.

[1758.]

938.6.3
25
K Great Brit. - George II
No 30

28

31 Geo. II. c. 30.

An ACT *for Dividing and Incloſing the Common Fields, Common Paſtures, Common Meadows, Common Grounds, Heaths, and Waſte Ground of* Upper Boddington, *and* Lower Boddington, *within the Pariſh of* Upper Boddington, *in the County of* Northampton; *And for ſettling a Rate, or certain Annual Sum of Money, to be paid in Lieu of the Tythes of certain old Incloſures within the ſaid Pariſh.*

WHEREAS the arable Fields, Meadows, Paſtures, Heath and Waſte Ground lying and being in the ſeveral Lordſhips of *Upper Boddington* and *Lower Boddington*, within the Pariſh of *Upper Boddington*, in the County of *Northampton*, are computed to be, and contain in the whole by Eſtimation, Three Thouſand Acres, or thereabouts.

And whereas *John Spencer*, Eſquire, is Lord of the Manor of *Upper Boddington*, and the reputed Lord of the Manor of *Lower Boddington*, (except as to twelve Yard Lands with their Appurtenances) and *Henry Baſſett* is the reputed Lord of the Manor over the ſaid twelve Yard Lands; and the ſaid *John Spencer* is alſo ſeized of great Part of the Lands and Grounds hereby intended to be incloſed.

And whereas *Robert Partridge*, Eſquire, is ſeized of, and in his own Right entitled unto, the Advowſon, perpetual Right of Patronage and Preſentation, of, in, and to the Rectory of the Pariſh Church of *Upper Boddington* and *Lower Boddington* aforeſaid; and the Reverend *William Knowler*, Doctor of Laws, is the Rector of the ſaid Pariſh and Pariſh Church, and in Right of his ſaid Rectory is intitled unto four Yard Lands (being Glebe Lands) and to all the Tythes of Corn, Grain, Wool, Lambs, Milk, Pigs, and of the Hay of the Hades and Balks, and of the two Meadows called *Peaſeland Meadow* and *Harpole Meadow*, yearly ariſing, renewing, or increaſing, within the Common and Open Fields of *Upper Boddington* aforeſaid; and alſo to certain Pieces of Meadow Ground lying within certain Meadows called *Steepleham* and *Radmore*, in lieu of, or as a Modus for the Tythe Hay of the ſaid Meadow Grounds called *Steepleham* and *Radmore*, within the Lordſhip of *Upper Boddington* aforeſaid; and is alſo, in Right of his ſaid Rectory, intitled unto all the Tythes of Corn, Grain, Wool, Lamb, Pigs, and to the Tythes of the Hay of the Hades and Balks, and of *Smallbrooke Meadow*, yearly ariſing, renewing or increaſing, within the Common and Open Fields of *Lower Boddington* aforeſaid; and alſo to a Modus or certain annual Payment of nine Shillings a Year, in lieu of all the Tythe Milk within the Lordſhip of *Lower Boddington* aforeſaid, and to a certain Piece of Meadow Ground in lieu of, or as a Modus for, the Tythe Hay of all the three Hill Meadows, commonly called the *Dean Meadow*, *Upper Dean Meadow*, and *Broad Meadow*, within the Lordſhip of *Lower Boddington* aforeſaid.

And whereas the ſaid *William Knowler* is alſo (in Right of his ſaid Rectory) intitled unto Tythes out of certain old Incloſures within the ſaid Pariſh of *Upper Boddington*, and is in his own Right ſeized of, and intitled unto, an Half of one Yard Land and Common Right thereto belonging, within the Common and Open Fields of *Upper Boddington* aforeſaid.

And whereas the ſaid *John Spencer*, *William Knowler*, *Francis Montgomery*, *William Weſton*, and divers other Perſons, are ſeized of, and in all the remaining Lands, lying in the Common Fields, Common Paſtures, Common Meadows, Common Grounds, Heath and Waſte Ground, within the Lordſhips of *Upper Boddington* and *Lower Boddington* aforeſaid.

And whereas the ſaid Lands and Grounds of the ſaid Freeholders, Land-Owners and Proprietors of the ſaid Common and Open Fields of *Upper Boddington* and *Lower Boddington* aforeſaid reſpectively, lie intermixed and diſperſed in ſmall Parcels in and over the ſaid Fields, and are moſt of them inconveniently ſituated with reſpect to the ſeveral Houſes in the reſpective Townſhips of *Upper Boddington* and *Lower Boddington* aforeſaid, by Reaſon whereof a ſufficient Quantity of Manure and Compoſt cannot, without great Difficulty and Expence, be conveyed to the ſame, nor frequent Treſpaſſes and Diſputes amongſt the ſeveral Proprietors be prevented; and ſo long as the ſaid Common Fields, and Common Grounds lie open, and commonable and unincloſed, they produce very little Profit to their reſpective

Proprietors,

Proprietors, and in their preſent Situation, are a great Diſcouragement to Induſtry and Improvement.

And whereas the ſaid *John Spencer*, *William Knowler*, *Francis Montgomery*, *William Weſton*, *William Cleaver*, and others, the Owners and Proprietors of Lands and Grounds in the ſaid Common and Open Fields of *Upper Boddington* and *Lower Boddington* aforeſaid, are deſirous that all the ſaid Common Fields, Common Paſtures, Common Meadows, Common Grounds, Heath and Waſte Grounds, may be divided and incloſed, and that ſpecifick Parts and Shares thereof may be aſſigned to each Proprietor, according to their reſpective Proportions and Intereſts therein, in ſuch Manner, and ſubject to ſuch Rules, Directions and Proviſoes, as are herein after inſerted, provided and declared, concerning the ſame.

But although the ſaid Diviſion and Incloſure will tend greatly to the Advantage of the Parties concerned, and be an Improvement of their ſeveral and reſpective Properties in the ſaid Open and Common Fields of *Upper Boddington* and *Lower Boddington* aforeſaid, yet the ſame cannot be effectually eſtabliſhed, without the Aid and Authority of Parliament.

May it therefore pleaſe your moſt Excellent MAJESTY,

That it may be enacted, and be it enacted, by the King's moſt excellent Majeſty, by and with the Advice and Conſent of the Lords Spiritual and Temporal, and Commons, in this preſent Parliament aſſembled, and by the Authority of the ſame, **That** *Thomas Grace* of *Shawell* in the County of *Leiceſter*, *Abraham Turner* of *Brownſover* in the County of *Warwick*, *Richard Lyndon* of *Southam* in the ſaid County of *Warwick*, *John Newcomb* of *Brinklow* in the ſaid County of *Warwick*, and *William Lovett* of *Hillmorton* in the ſaid County of *Warwick*, Gentlemen, ſhall be Commiſſioners for dividing and incloſing the ſaid Common Fields, together with all the Common Paſtures, Common Meadows, Common Grounds, Heath and Waſte Ground ſituate, lying, and being in the ſaid ſeveral Lordſhips of *Upper Boddington* and *Lower Boddington*, within the Pariſh of *Upper Boddington* aforeſaid, and for putting this Act in Execution.

And, for the more juſt and regular Diviſion and Diſtribution of the Lands and Grounds ſo to be divided and incloſed as aforeſaid, and for the better aſcertaining the ſame, **it is hereby further enacted and declared**, by the Authority aforeſaid, That a Survey ſhall be made of the ſaid Common Fields, Common Paſtures, Common Meadows, Common Grounds, Heath and Waſte Ground ſo intended to be incloſed as aforeſaid, ſome Time before the Twenty-ninth Day of *September*, One Thouſand Seven Hundred and Fifty-eight, (or as ſoon after as conveniently may be) by ſuch Perſon or Perſons as ſhall be nominated and appointed for that Purpoſe, by the ſaid Commiſſioners or their Succeſſors, or any three or more of them; and that ſuch Survey and Admeaſurement ſhall be reduced into Writing, and the Number of Acres, Roods, and Perches belonging to each Proprietor, ſhall be therein ſet forth, aſcertained and declared, and the ſaid Survey ſhall be laid before the ſaid Commiſſioners

or their Succeſſors, or any three or more of them, at ſome or one of their Meetings to be had in purſuance of this Act.

And it is hereby further Enacted, by the Authority aforeſaid, That the ſaid Commiſſioners, or their Succeſſors, or any three or more of them, ſhall have full Power and Authority, and they are hereby authorized and required, at any Time or Times after the ſaid Survey ſhall have been made, and laid before them as aforeſaid, before the firſt Day of *May*, which ſhall be in the Year of our Lord One Thouſand Seven Hundred and Fifty-nine, (or as ſoon thereafter as conveniently may be) to ſet out, divide and allot, the ſaid Common Fields, Common Paſtures, Common Meadows, Common Grounds, Heath and Waſte Ground, unto and amongſt the ſeveral Owners and Proprietors thereof reſpectively, and Perſons intitled as aforeſaid, in proportion to their ſeveral and reſpective Shares and Intereſts, Right of Common, and other Properties in and over the ſaid Common Fields, Common Paſtures, Common Meadows, Common Grounds, Heath and Waſte Ground in the reſpective Lordſhips of *Upper Boddington* and *Lower Boddington* aforeſaid, hereby intended to be incloſed, or any Part or Parts thereof, but ſubject nevertheleſs to the Rules, Orders and Directions herein after contained.

Provided nevertheleſs, and it is hereby Enacted and Declared, That nothing herein contained, ſhall extend, or be conſtrued to authorize or impower the ſaid Commiſſioners or their Succeſſors, or any of them, to give any undue Preference to any of the Parties intereſted and concerned in the ſaid intended Diviſion and Incloſure, in reſpect to their ſeveral Allotments or Shares in the ſaid Common Fields; but that the ſaid Commiſſioners and their Succeſſors, in making their Allotments, ſhall have due Regard to the Quality, Situation and Convenience, as well as Quantity, both of the Lands and Grounds now belonging to each Proprietor and Perſons intitled, and of the Lands ſo to be aſſigned and allotted in lieu thereof, in purſuance of this Act.

And it is hereby further Enacted, by the Authority aforeſaid, That the ſaid Commiſſioners, or their Succeſſors, or any three or more of them, ſhall and may, and they are hereby authorized and required, to aſſign, allot, award and appoint unto, and for the ſaid *William Knowler*, and his Succeſſors, Rectors of the ſaid Pariſh and Pariſh Church of *Upper Boddington* aforeſaid, ſuch Parcel or Parcels of Land or Ground, being Parcel or Parcels of of the ſaid Common Fields, and Common Ground, within the Lordſhip of *Upper Boddington* aforeſaid, as ſhall be an Equivalent or Compenſation of and for the ſaid four Yard Lands, of Glebe Land, and Common Right thereto belonging, and of and for the ſaid Tythe Pieces of Meadow Ground, in the ſaid Open Fields and Meadow Ground, within the Lordſhip of *Upper Boddington* aforeſaid, hereby intended to be incloſed, in proportion to the preſent Glebe and Tythe Pieces of Meadow Ground aforeſaid, and the Allotments to be made to other Perſons for their reſpective Lands and Commons in the ſaid Open Fields within the Lordſhip of *Upper Boddington* aforeſaid, (Quantity and Quality conſidered); **And alſo,** That the ſaid Commiſſioners or their Succeſſors, or any three or more of them, ſhall aſſign, lay out, allot and appoint,

unto

unto and for the ſaid *William Knowler*, and his Succeſſors, Rectors as aforeſaid, (over and above, and excluſive of the Lands and Grounds ſo as aforeſaid to be allotted to him and them in lieu of, and as a Compenſation for, the ſaid Glebe and Tythe Pieces of Meadow Ground in *Upper Boddington* aforeſaid; and alſo over and above, and excluſive of, ſuch Share and Proportion which he, the ſaid *William Knowler*, will, by Virtue of this Act, be intitled unto, for, and in lieu of his ſaid Half Yard Land, and Common Right thereto belonging), ſuch Parcel and Quantity of Land and Ground, in one or more Plot or Plots, lying within, and being Parcel or Parcels of the ſaid Common Fields and Common Ground in the Lordſhip of *Upper Boddington* aforeſaid, (except and excluſive of ſuch Deduction to be made thereout, as is herein after mentioned) in lieu of, and in Satisfaction for, his, the ſaid *William Knowler's* rectorial and ſmall Tythes due, payable and belonging to him as aforeſaid, out of all, or any, the ſaid Common Fields and Common Ground, in the Lordſhip of *Upper Boddington* aforeſaid, as the Commiſſioners or their Succeſſors, or any three or more of them, ſhall, in their Judgment, think to be a Satisfaction and Compenſation for his, the ſaid *William Knowler's* ſaid rectorial and ſmall Tythes, in the Lordſhip of *Upper Boddington* aforeſaid, in proportion to an improved Value for ſuch Tythes, and of the Allotments to be made to him and other Perſons, for their Lands and Commons in the ſaid Open and Common Fields and Heath, within the Lordſhip of *Upper Boddington* aforeſaid, (when incloſed) Quantity and Quality conſidered.

And it is hereby further Enacted, by the Authority aforeſaid, That the ſaid Commiſſioners, or their Succeſſors, or any three or more of them, ſhall, and may, and they are hereby authorized and required, to aſſign, lay out, allot and appoint, unto and for the ſaid *William Knowler* and his Succeſſors, Rectors as aforeſaid, ſuch Parcel and Quantity of Land and Ground, in one or more Plot or Plots, lying within, and being Parcel or Parcels of the Common Fields and Common Ground in the Lordſhip of *Lower Boddington* aforeſaid, (except and excluſive of ſuch Deduction to be made thereout, as is herein after mentioned) as well in lieu of and Satisfaction for his, the ſaid *William Knowler's* ſaid Tythe Piece of Meadow Ground, and Modus for Tythe Milk, in *Lower Boddington* aforeſaid; as alſo in lieu of, and Satisfaction for, his ſaid rectorial and ſmall Tythes, due and payable to him as aforeſaid, out of all or any the ſaid Common Fields, Common Meadows and Common Ground, in the ſaid Lordſhip of *Lower Boddington*, as the ſaid Commiſſioners, or their Succeſſors, or any three or more of them, ſhall, in their Judgment, think to be a Compenſation and Satisfaction for his, the ſaid *William Knowler's* ſaid Tythe Piece of Meadow Ground, Modus for Tythe Milk, and his ſaid rectorial and ſmall Tythes, in the Lordſhip of *Lower Boddington* aforeſaid, in proportion to an improved Value for ſuch Tythe Piece of Meadow Ground, Modus for Tythe Milk, and rectorial and ſmall Tythes laſt mentioned, and of the Allotments to be made to other Perſons for their Lands and Commons in the ſaid Open and Common Fields, within the Lordſhip of *Lower Boddington* aforeſaid, (when incloſed) Quantity and Quality conſidered; and that the annual Value of all the ſaid rectorial and ſmall Tythes, and alſo of the ſaid Proprietors Lands and Common Right

within the ſaid Lordſhips of *Upper Boddington* and *Lower Boddington* reſpectively, from which ſuch Improvements ſhall be made as aforeſaid, ſhall be adjudged of, and determined by the ſaid Commiſſioners or their Succeſſors, or any three or more of them.

Provided always, and it is hereby Declared, That the ſaid Commiſſioners and their Succeſſors, or any three or more of them, ſhall and may, in ſettling the Allotments to be made to the ſaid Rector in lieu of his ſaid Tythes, in the Open Fields of *Upper Boddington* aforeſaid, deduct and allow out of ſuch Parcel or Parcels of Land, which they ſhall think a Satisfaction, according to the proportion aforeſaid, for the ſaid *William Knowler's* ſaid rectorial and ſmall Tythes there, ſo much Land and Ground within the ſaid Lordſhip of *Upper Boddington*, as the ſaid Commiſſioners or their Succeſſors, or any three or more of them, ſhall adjudge to be an Equivalent, Recompence or Satisfaction, to the ſaid *William Knowler*, in reſpect of his ſaid Half Yard Land, and to the reſt of the ſaid Proprietors, in reſpect of their Lands and Common Right in the ſaid Open Fields of *Upper Boddington* aforeſaid, for the additional Expences which they will be at in making and raiſing the Ring, or outward Fences of the Allotments, to be made to the ſaid *William Knowler* in lieu of his ſaid Glebe Tythe Pieces and Tythes in *Upper Boddington* aforeſaid; **And that** the ſaid Commiſſioners and their Succeſſors, or any three or more of them, may and ſhall in ſettling the Allotment or Allotments, to be made to the ſaid Rector in lieu of his ſaid Tythe Piece of Meadow Ground, and Tythes and Modus for Tythe in the Lordſhip of *Lower Boddington* aforeſaid, deduct and allow, out of ſuch Parcel or Parcels of Land, which they ſhall think a Satisfaction, according to the Proportion aforeſaid, for the ſaid *William Knowler's* ſaid Tythe Piece, rectorial and ſmall Tythes, and Modus for Tythe Milk there, ſo much Land and Ground, within the ſaid Lordſhip of *Lower Boddington* aforeſaid, as the ſaid Commiſſioners or their Succeſſors, or any three or more of them, ſhall adjudge to be an Equivalent, Recompence or Satisfaction, to the ſeveral other Proprietors in reſpect of their Lands and Common Right, in the ſaid Open Fields of *Lower Boddington* aforeſaid, for the additional Expences, which they will be at in making and raiſing the Ring, or outward Fences, of the Allotment or Allotments to be made to the ſaid *William Knowler*, in lieu of his ſaid Tythe Piece, Modus and Tythes, in *Lower Boddington* aforeſaid.

And whereas there are certain Pieces of Old Incloſure within the Pariſh of *Upper Boddington* aforeſaid, out of which Pieces reſpectively the ſaid *William Knowler*, as Rector of the ſaid Pariſh and Pariſh Church of *Upper Boddington* aforeſaid, has a Right of Tythes; **It is hereby enacted and declared,** That the Proprietors of ſuch of the ſaid Old Incloſures reſpectively, who are alſo Proprietors of Lands or Commons, within the ſaid Common and Open Fields, hereby intended to be incloſed, ſhall make Satisfaction out of their reſpective Shares in the ſaid Common and Open Fields, and Common Ground within the ſaid Lordſhips of *Upper Boddington* and *Lower Boddington* reſpectively, unto the ſaid *William Knowler* for his ſaid Right of Tythes, in the ſaid reſpective Old Incloſures, ſo due to him as Rector aforeſaid,

to be added to the Allotments reſpectively of the ſaid *William Knowler*, in lieu of his ſaid Tythes in *Upper Boddington* and *Lower Boddington* aforeſaid, in ſuch Manner, and at ſuch Times as the ſaid Commiſſioners or their Succeſſors, or any three or more of them, ſhall in that Behalf, in Writing under their Hands and Seals, award, direct or appoint; **And that** the Owners reſpectively of all ſuch Old Incloſures, who have no Land or Common Right in any of the ſaid Common and Open Fields hereby intended to be incloſed, ſhall annually pay to the ſaid *William Knowler* and his Succeſſors, Rectors as aforeſaid, in lieu of his and their ſaid Right of Tythes therein, ſuch certain Sum or Sums of Money, as a Rate Tythe for ſuch Old Incloſures reſpectively, and in ſuch Manner, and at ſuch Times as the ſaid Commiſſioners, or their Succeſſors, or any three or more of them, ſhall, in that Behalf, in Writing under their Hands and Seals, award, order or appoint.

Provided always, and it is hereby further Declared, That ſuch of the ſaid Old Incloſures belonging to any one or more of the ſaid Proprietors, the Tythes of which the ſaid Commiſſioners or their Succeſſors, or any three or more of them, ſhall adjudge to be under the yearly Value of one Shilling, ſhall be forever hereafter Tythe-free, without paying any Rate, or making any Allowance or Satisfaction for the ſame.

And it is hereby further Enacted and Declared, That the ſaid Plot and Plots of Land or Ground, ſo to be allotted and ſet out for the ſaid *William Knowler*, and his Succeſſors, Rectors of the ſaid Pariſh and Pariſh Church of *Upper Boddington* aforeſaid, in lieu of his ſaid Glebe, Tythe Pieces, Modus for Tythe Milk, and Tythes, in the ſeveral Lordſhips of *Upper Boddington* and *Lower Boddington* aforeſaid, ſhall be incloſed on all ſuch outward Parts, where new Fences ſhall be neceſſary, by Ditches and Quickſet Hedges, in ſuch Manner as the ſaid Commiſſioners, or any three or more of them, ſhall direct and award; and that ſuch Part of the ſaid Ditches and Hedges as the ſaid Commiſſioners ſhall direct to be made upon the Ground to be allotted to the ſaid *William Knowler*, as Rector, ſhall be made, mounded and preſerved, for the Term of ten Years, and ſo much longer as the ſaid Commiſſioners ſhall direct, and ſo much of the ſaid Hedges and Ditches to be made round the ſaid Plots, which ſhall not be directed as aforeſaid to be made upon the Ground to be allotted to the ſaid *William Knowler*, Rector as aforeſaid, ſhall be made, and at all Times hereafter mounded and preſerved, by and at the Expence of the ſeveral Proprietors and Owners of Lands and Grounds in the ſaid Lordſhips of *Upper Boddington* and *Lower Boddington* reſpectively, ſo as aforeſaid intended to be incloſed (except the ſaid *William Knowler* and his Succeſſors, in reſpect only of ſuch Plots) in ſuch Manner, Share, and Proportion as the ſaid Commiſſioners, or their Succeſſors, or any three or more of them, ſhall for that Purpoſe, by any Writing under their Hands and Seals, award, order, or appoint; and that after the Expiration of the ſaid Term of ten Years, and of ſo much longer Time as the ſaid Commiſſioners ſhall direct the Hedges and Ditches to be made

on the Ground, to be allotted to the ſaid Rector, to be fenced by the other Proprietors; the laſt mentioned Hedges and Ditches ſhall for ever then after be maintained and preſerved by and at the Expence of the ſaid *William Knowler*, and his Succeſſors, Rectors as aforeſaid.

And it is hereby further Enacted, and Declared, That the ſaid Plots of Land, or Ground, and annual Sums or rate Tythe herein before directed and appointed to be aſſigned, allotted, and awarded, unto and for the ſaid *William Knowler*, and his Succeſſors, Rectors as aforeſaid, ſhall be in Lieu, and full Satisfaction, and Compenſation of, and for all his ſaid Glebe Lands, Tythe Pieces and other rectorial Lands, lying and being within the Common Fields of *Upper Boddington* and *Lower Boddington* aforeſaid, or either of them, and alſo in Lieu and full Satisfaction of and for his ſaid Tythes of Corn, Grain, Hay, Wool, Lamb Milk, and Modus for Tythe Milk, and other his Tythes and Payments whatſoever, growing, ariſing, renewing, or increaſing out of, or from all, or any of the ſaid Lands or Ground hereby intended to be incloſed, and alſo out of all and every the Houſes, Orchards, Gardens, Homeſteads, Land and Old Incloſures, within the ſaid Lordſhips of *Upper Boddington* and *Lower Boddington*, and each of them (ſave and except) Offerings, Oblations, Mortuaries, Marriage, Churching, Burial, and other Surplice Fees, and ſuch Rate Tythes, as ſhall by Virtue of this Act, be awarded to the ſaid *William Knowler*, and his Succeſſors, Rectors as aforeſaid.

And it is hereby further Enacted and Declared, That the ſaid Commiſſioners, or their Succeſſors, or any three or more of them, ſhall and may, and they are hereby authorized and required, in order to enlarge the Church-yard of *Upper Boddington* aforeſaid, within Twelve Kalendar Months, after the paſſing of this Act, to aſſign, allot and award, unto and for the ſaid *William Knowler*, and his Succeſſors, Rectors of the ſaid Pariſh and Pariſh Church of *Upper Boddington* aforeſaid; and alſo for the Uſe of the Pariſhioners of *Upper* and *Lower Boddington* aforeſaid, for the Purpoſe of burying their Dead, after the ſaid Ground ſhall be conſecrated, a certain Piece of Ground now belonging to the ſaid *Francis Montgomery*, and adjoining or lying near to the Church-yard of *Upper Boddington* aforeſaid, containing by Eſtimation one Rood or thereabouts, to be added to, and for ever, then after held, uſed, and enjoyed, as Part of the ſaid Church-yard for the Purpoſes aforeſaid; and that the ſame ſhall be incloſed at the Eaſt End with a ſtone Wall, in a ſtraight Line with, and of the ſame Height of, the Wall now ſtanding on the Eaſt End of the ſaid *William Knowler's* Garden; and that the ſaid Church-yard ſhall be incloſed at the Weſt End with a ſtone Wall, in a ſtraight Line with the Weſt End of the ſaid *Francis Montgomery's* Stable Wall, next the Street; which laſt mentioned Wall on the Weſt End of the Church-yard, and all other the Walls round the ſaid Church-yard, ſhall be raiſed to ſuch Height, as the ſaid Commiſſioners, or their Succeſſors, or any three or more of them, ſhall approve of, direct, or appoint; and that the Charges and Expences of ſetting out, building, and raiſing the ſaid Walls, ſhall be borne and defrayed, by all the Proprietors and Owners of Lands and Commons, in the ſaid Common and Open Fields, by this Act appointed to be incloſed (other than and except the ſaid *William*

Knowler,

Knowler, in Reſpect to his Allotments to be made for his ſaid Glebe and Tythes) by an equal Pound Rate, according to the Number and Value of Acres each Perſon ſhall have allotted to him, her, or them, by Virtue of this Act, to be ſettled, adjuſted, and determined by the ſaid Commiſſioners or their Succeſſors, or any three or more of them, in Writing, under their Hands and Seals.

Provided always, That before the ſaid Diviſions and Allotments ſhall be made and finiſhed, in Purſuance of this Act, the ſaid *William Knowler*, and his Succeſſors, Rectors of the ſaid Pariſh and Pariſh Church of *Upper Boddington* aforeſaid, ſhall be intitled unto, receive and enjoy, ſuch and the ſame Tythes, and in the ſame Manner, as he or they, or any Perſon claiming under him or them, could, might or ought to have done, in Caſe this Act had not been made; and that the ſaid *William Knowler*, and his Succeſſors, Rectors as aforeſaid, and the Occupiers of ſuch Land or Ground, ſo as aforeſaid to be allotted to him and them, in Lieu of his ſaid Tythes, ſhall be for ever hereafter exempt and freed from the providing or keeping any Bull or Boar, for the Uſe of the Inhabitants of *Upper Boddington* and *Lower Boddington* aforeſaid, or any of them, any ancient Uſage or Cuſtom to the contrary notwithſtanding.

And it is hereby further Enacted, and Declared, That the ſaid Commiſſioners, or their Succeſſors, or any three or more of them, ſhall and may, and they are hereby authorized and impowered, to aſſign, allot, award, or appoint unto, and for the ſaid *Francis Montgomery*, (over and above and excluſive of ſuch Share and Proportion, which he will by Virtue of this Act be intitled unto, for and in Lieu of his ſeveral Yard Lands and Common Right thereto belonging in the ſaid Common and Open Fields hereby appointed to be incloſed) ſuch Parcel or Quantity of Land, Part of the ſaid Common and Open Fields, Common Paſtures, Common Meadows, Common Grounds, Heath or Waſte Ground, lying within, and being Part of the Lordſhip of *Upper Boddington* aforeſaid, as ſhall in the Judgment of the ſaid Commiſſioners be an Equivalent, Compenſation and full Satisfaction, to, and for, ſo much Ground of the ſaid *Francis Montgomery's*, as ſhall be taken from him, and by the ſaid Commiſſioners, awarded by Virtue of this Act for enlarging the ſaid Church-yard of *Upper Boddington* aforeſaid, which Parcel of Land ſo to be aſſigned to the ſaid *Francis Montgomery* in Lieu thereof, ſhall be added to ſome Part of the Ground to be allotted to him in Lieu of his ſaid ſeveral Yard Lands, and Common Right thereto belonging.

Provided always nevertheleſs, and it is hereby Enacted, and Declared, That all and every Leaſe and Leaſes, at Rack Rents, ſubſiſting of all or any Part or Parts of the ſaid Common Fields, Common Meadows or Ground, hereby intended to be incloſed, or by Virtue of this Act to be exchanged, and all other Agreements for any Time or Term therein, ſhall immediately upon ſuch Allotments, Diviſions, or Exchange being made, ceaſe, determine, and be void; the reſpective Owners and Proprietors of the ſaid Common Fields, Common Meadows or Grounds ſo intended to be incloſed, who have

made any ſuch Leaſes, or Agreements, making ſuch Satisfaction to their Leſſee or Leſſees, Tenant or Tenants, as the ſaid Commiſſioners, or their Succeſſors, or any three or more of them, ſhall aſcertain as reaſonable to be paid to ſuch Leſſee or Leſſees, Tenant or Tenants, on Account thereof, or as an equivalent for the ſame; and that from and after the paſſing of this Act, the ſaid Commiſſioners, or their Succeſſors, or any three or more of them, ſhall order, direct, and appoint the Courſe of Huſbandry, that ſhall be uſed in the ſaid Common Fields, till ſuch Time as they ſhall have compleated their Award; and that all and every Perſon's Eſtate in the ſaid open Fields, ſhall be liable, and ſubject to ſuch Directions as they ſhall appoint; as well with Regard to the ſtocking, as to the plowing, tilling, ſowing, or laying down the ſame.

And it is hereby further Enacted, and Declared, That the ſaid Commiſſioners, or their Succeſſors, or any three or more of them, ſhall and may, and they are herby authorized and required, to aſcertain, ſet out, and appoint, both publick and private Roads or Ways, through the new Incloſures and Allotments, ſo to be made as aforeſaid, with the Aſſizes and Breadth thereof, ſo that all ſuch publick Roads and Ways, ſhall be and remain forty Feet broad at the leaſt between the Ditches, (except all Bridle Roads and Foot Ways, in Caſe any ſuch ſhall be ſet out by the ſaid Commiſſioners) and which ſaid publick Roads and Ways ſhall at all Times for ever hereafter be repaired and kept in Repair, by and at the Expence of all the Inhabitants of and within the ſaid Lordſhips of *Upper Boddington* and *Lower Boddington* aforeſaid, in the ſame Manner, as the other Roads and Ways within the ſaid Pariſh were repaired, and kept in Repair before the paſſing of this Act; and according to the ancient Cuſtom and Uſage of the ſaid Pariſh; and that it ſhall not be lawful for any Perſon or Perſons, after making ſuch new Roads, to uſe any Roads either publick or private over the ſaid new Incloſures, on Foot, or with Horſes, Cattle or Carriages, other than ſuch Roads or Ways, as ſhall be ſo aſcertained, ſet out, and appointed as aforeſaid.

Provided always, and it is hereby Enacted, That it ſhall and may be lawful to and for the ſaid Commiſſioners, and their Succeſſors, or any three or more of them, and they are hereby authorized and impowered (if they think it neceſſary and proper) to allot and appoint any Parcel or Parcels of Land, Part of the ſaid Common and Open Fields or Ground hereby intended to be incloſed, (not exceeding in the whole the Quantity of one Acre) as and for publick Gravel Pits; and which ſhall be fenced in as the ſaid Commiſſioners ſhall direct, and uſed and enjoyed in common, by all and every the ſaid Proprietors, and their Tenants, for their own neceſſary Uſes, as well as for the Repairs of the Roads, within the Pariſh of *Upper Boddington* aforeſaid.

And it is hereby further Enacted, That all the Hedges, Ditches, and Fences to be made for the incloſing, ſeparating and dividing of the ſaid Common Fields, Common Paſtures, Common Meadows, Common Grounds, Heath and Waſte Ground of *Upper Boddington* and *Lower Boddington* aforeſaid,

ſaid, purſuant to this Act, ſhall be made, and at all Times hereafter repaired and maintained by ſuch Perſon and Perſons (except the ſaid *William Knowler*, and his Succeſſors, Rectors as aforeſaid, in Reſpect only of the ſaid Plots of Ground, to be allotted to him and them as Rectors as aforeſaid) in ſuch Manner as the ſaid Commiſſioners, or their Succeſſors, or any three or more of them, ſhall by any Writing or Writings, under their Hands and Seals, in that Behalf, award, order, direct, or appoint; and ſuch Award, Order, Direction or Appointment, ſo to be made by the ſaid Commiſſioners, or their Succeſſors, or any three or more of them in that Behalf, ſhall be binding and concluſive to the ſeveral Parties ſo intereſted and intitled, to ſuch Shares and Allotments as aforeſaid.

Provided nevertheleſs, and it is hereby further Enacted, and Declared That no Thorns, Buſhes, Shrubs, or young Trees, that ſhall be growing in any Hedge-row, nor the Bodies of any ſingle Thorn-trees within the ſaid Common and Open Fields at the Time of the paſſing of this Act, ſhall be cut down, ſtocked up, or deſtroyed, before the ſaid Commiſſioners ſhall have fixed and awarded the ſeveral Allotments, to the ſeveral Proprietors in Purſuance of this Act, unleſs the Owner or Owners of ſuch Hedge-rows or Trees ſhall firſt have Licence and Authority under the Hands of the ſaid Commiſſioners, or any three or more of them, ſooner ſo to do; and that in Caſe any Lands or Grounds upon wnich any ſuch Hedge-rows, Thorn, or other Trees, Underwoods, Thorns, Buſhes, or Shrubs, ſhall at the Time of ſuch Allotments, be ſtanding, growing, or being, ſhall be aſſigned or appointed to any Perſon or Perſons, other than ſuch as was or were the Proprietor or Proprietors thereof, at and immediately before ſuch Allotments made, then and in ſuch Caſe, it ſhall and may be lawful to and for ſuch Owners and Proprietors thereof reſpectively, at ſuch Time and Times, and in ſuch Manner, as the ſaid Commiſſioners, or their Succeſſors, or any three or more of them, ſhall for that Purpoſe in Writing, under their Hands, direct and appoint, and not otherwiſe, to enter into and upon the Lands and Grounds, upon which ſuch Hedge-rows, Trees, Underwoods, Thorns, Hedges, Buſhes, or Shrubs, ſhall be ſtanding and being, and to fell, cut down, dig, ſtock, or grub up, and carry away, all and every ſuch Thorns, Buſhes, Trees and Shrubs (except ſuch Hedge-rows, as ſhall be allotted as a Boundary or Fence, for any of the new Incloſures, and the young Trees, to be therein growing, and alſo except the Bodies of the ſingle Thorn-trees) but that all ſuch Hedge-rows to be aſſigned for Boundaries, and the young Trees growing therein, as alſo the Bodies of the ſingle Thorn-trees, ſhall be left ſtanding for the Benefit of ſuch Perſon or Perſons, to whom the Ground whereon the ſame does ſtand, ſhall be allotted, he, ſhe, or they, making ſuch Satisfaction to the then former Owners thereof, as the ſaid Commiſſioners, or any three or more of them, ſhall value the ſame at, and by any Writing or Writings under their Hands and Seals in that Behalf, order and appoint; and the Perſon or Perſons, to whom the Ground ſhall be allotted, whereon ſuch Hedgerows, young Trees, and the Bodies of ſuch ſingle Thorn-trees ſhall then ſtand, ſhall be compellable by Action or Suit, in any of his Majeſty's Courts of Record at *Weſtminſter*, to pay to the Amount of ſuch Valuation.

And for preventing Differences and Diſputes relating to the ſaid intended Incloſure and Diviſions, **It is hereby further Enacted**, by the Authority aforeſaid, That as ſoon as conveniently may be, after the ſaid Commiſſioners ſhall have compleated and finiſhed the ſaid Partitions and Allotments of the ſaid Common Fields, Common Paſtures, Common Meadows, Common Grounds, Heath and Waſte Ground, hereby directed to be divided and incloſed as aforeſaid, purſuant to the Purport and Directions of this Act; they or their Succeſſors, or any three or more of them, ſhall form and draw up, or cauſe to be formed and drawn up, an Award or Inſtrument thereof in Writing, which ſhall expreſs and contain the Quantity in Statute Meaſure of Acres, Roods, and Perches, contained in the ſaid Common Fields, Common Paſtures, Common Meadows, Common Grounds, Heath and Waſte Ground, ſo intended and directed to be incloſed as aforeſaid, and the Quantity of each and every Part and Parcel thereof aſſigned and allotted to each of the Proprietors intitled to and intereſted in the ſame, and a Deſcription of the Situation, Buttals and Boundaries of the ſame Parcels and Allotments reſpectively, and proper Orders and Directions for fencing and mounding the ſame, and for making and laying out proper Roads, Ways, and Paſſages in and through the ſame Premiſes; and ſhall alſo expreſs and contain ſuch other Orders, Rules, Regulations and Determinations, as ſhall be proper and neceſſary to be inſerted therein, conformable to the Tenor and Purport of this Act; which ſaid Inſtrument ſhall be fairly ingroſſed, and written on Parchment, and ſigned and ſealed by the ſaid Commiſſioners, or their Succeſſors, or any three or more of them, and ſhall within ſix Calendar Months next after the ſame ſhall be ſo ſigned and ſealed as aforeſaid, be inrolled either in his Majeſty's High Court of *Chancery*, or Court of *King's Bench*, or Court of *Common Pleas* at *Weſtminſter*, or by the Clerk of the Peace for the ſaid County of *Northampton*, to the End Recourſe may be had to the ſame, by any Perſon or Perſons intereſted in the ſaid intended Incloſure; and that a true Copy thereof, ſhall from Time to Time, and at all Times hereafter, be admitted, and allowed in all Courts whatſoever, as legal Evidence of the ſame, and the ſeveral Allotments, Partitions, and Diviſions, ſo made by the ſaid Commiſſioners, or their Succeſſors, or any three or more of them, in and by ſuch Award or Inſtrument in Writing ſo executed and inrolled as aforeſaid, ſhall be, and are hereby declared to be binding and concluſive unto and upon, all and every the ſeveral Parties intereſted in, and intitled unto, the ſeveral and reſpective Grounds, Lands and Premiſes, ſo intended to be incloſed as aforeſaid.

And it is hereby further Enacted, That when the ſaid Common Fields, Common Paſtures, Common Meadows, Common Grounds, Heath and Waſte Ground, directed and appointed by this Act to be incloſed, ſhall be ſo ſet out, aſcertained and allotted by the ſaid Commiſſioners, or their Succeſſors, or any three or more of them, by ſuch Award, Inſtrument or Writing, as herein before mentioned, the Parcels of Land and Ground ſo to be allotted, and ſet out reſpectively, ſhall within eighteen Calendar Months next after the ſigning and ſealing the ſaid Award or Inſtrument in Writing, be incloſed, hedged, ditched and fenced, at the proper Coſts and Charges of the reſpective

reſpective Perſons, to whom the ſame ſhall be reſpectively aſſigned and allotted (other than and except the ſaid *William Knowler*, and his Succeſſors, Rectors as aforeſaid, in Reſpect only of the Land and Ground, to be allotted to him and them, as Rectors as aforeſaid) and in ſuch Manner as the ſaid Commiſſioners, or their Succeſſors, or any three or more of them, ſhall in ſuch their Award, order and direct; and that it ſhall and may be lawful to and for the ſaid reſpective Perſons, to whom ſuch Shares and Allotments ſhall be aſſigned and allotted by Virtue of this Act; from Time to Time, and at all Times, during the Term of ten Years from the ſaid 1ſt Day of *May*, which ſhall be in the Year of our Lord One Thouſand Seven Hundred and Fifty-nine, to ſet down or place Poſts and Rails, or any other Fence, on the Outſide the Ditches bounding their reſpective Allotments, not exceeding two Feet from ſuch Ditches, for the better Preſervation of their young Hedges, and to take and carry away ſuch Poſts and Rails, or other Fences, at any Time before the End of the ſaid Term.

And it is hereby further provided, Enacted, and Declared, That convenient Gaps and Openings, ſhall be left in the ſaid Fences and Incloſures for the Space of twelve Calendar Months next enſuing the Execution of the ſaid Inſtrument or Writing, for the Paſſage of Cattle, Carts and Carriages in, by, and through the ſame, unleſs the ſeveral Parties intereſted therein, ſhall agree that the ſame ſhall be ſooner fenced in, made up and incloſed.

Provided always, That all and every the Proprietors of the new Incloſure to be made purſuant to this Act, ſhall have full Power and Authority, at any Time or Times after their making the ſaid Incloſure, to erect and ſet up any Gate or Gates, with proper Fences, acroſs any of the Roads to be made through or againſt his, her, or their own Lands, for the more convenient incloſing and ſubdividing their reſpective Allotments.

And it is hereby further Enacted, by the Authority aforeſaid, That for the more convenient Situation and Diſpoſition of the ſeveral Farms and Lands of the ſeveral Freeholders and Landowners within the Pariſh of *Upper Boddington* aforeſaid, upon the ſaid intended Incloſure; it ſhall and may be lawful to, and for all, or any of the Freeholders or Proprietors of Lands and Grounds ſo directed to be divided and incloſed as aforeſaid, to exchange all or any of his, her, or their Meſſuages, Tenements, Homeſteads, Old Incloſure, or any other Land or Ground within the ſaid Pariſh of *Upper Boddington* aforeſaid, for any other Meſſuages, Tenements, Homeſteads, Old Incloſure, or any other Lands or Grounds within the ſaid Pariſh, ſo as all and every ſuch Exchange or Exchanges be made, by and with the Conſent and Approbation of the ſaid Commiſſioners, or their Succeſſors, or any three or more of them, to be aſcertained, ſpecified, and declared, in the Award or Inſtrument directed to be made and executed as aforeſaid, or ſome other Act or Inſtrument to be inrolled as before mentioned; and that all and every Exchange and Exchanges, ſo to be made as aforeſaid, ſhall be good, valid, and effectual in the Law, to all Intents and Purpoſes whatſoever, notwithſtanding any Will or Wills, Settlement or Settlements, or other Incumbrances hereto foremade, affecting the ſame; and that the Meſſuages, Tenements, Or-

chards, Homesteads, Old Inclosure, and other Lands or Grounds, for which any other shall be as aforesaid exchanged, shall be subject to such and the same Will or Wills, Settlement or Settlements, or other Incumbrances, as the Premises for which they shall be exchanged for as aforesaid, was or were before the passing of this Act.

And it is hereby further Enacted, by the Authority aforesaid, That the several Lands and Grounds to be divided, set out, allotted, and appointed unto and for the severeral Persons, who, by Virtue of this Act, shall be intitled to the same, shall be in full Bar of, and in Satisfaction and Compensation for his, her, and their several Pieces and Parcels of Ground which they had before the passing of this Act, or immediately before the several Allotments made, and which were and are lying and being dispersed in the said Common Fields, Common Pastures, Common Meadows, Common Grounds, Heath and Waste Ground within the said Parish of *Upper Boddington* aforesaid; and also in full Bar, Satisfaction, and Compensation for all Right of Common, and other Right whatsoever in, over, and upon the said Common Fields, Common Pastures, Common Meadows, Common Grounds, Heath and Waste Ground respectively; and that from and after the making of the said Divisions and Allotments, and Execution of the said Award or Instrument of such Tenor and Purport as aforementioned, all Right of Common belonging to, or claimed by all and every the said Owners, Proprietots, or Occupiers of Lands, Tenements, or other Hereditaments, within the said Parish of *Upper Boddington* aforesaid, in, over, and upon all or any the said Common Fields, Common Pastures, Common Meadows, Common Grounds, Heath and Waste Ground hereby directed to be inclosed as aforesaid, and every Part thereof, shall cease, determine, and be for ever extinguished.

Provided always, and be it Enacted, That nothing in this Act contained, shall extend, or be construed to extend, adjudged, or taken, to revoke, make void, alter, or annul, any Will or Wills, Settlement or Settlements, or to prejudice any Person or Persons, having any Right or Claim of Dower, Jointure, Portion, Debt, Rent, Incumbrance, or other Demand out of, upon, or affecting any of the Lands or Grounds, so intended to be divided and inclosed as aforesaid, or any Part or Parcel thereof respectively; but that each and every Proprietor shall stand and be seized of and in the several Lands and Grounds to be assigned and allotted to him, her, or them as aforesaid, to such and the same Uses, and for such and the same Estates and Interests, and subject to such and the same Wills, Powers, Provisoes, Limitations, Remainders, Trusts, Charges, Rents, Incumbrances, and Demands, as he, she, or they respectively should and would have stood seized of, in his, her, or their several Lands and Grounds, lying in the said Common Fields, Common Pastures, Common Meadows, Common Grounds, Heath and Waste Ground so intended to be inclosed as aforesaid, in Case the same had remained unincloſed, or this Act had not been made, any Thing herein contained to the contrary thereof in any wise notwithstanding.

And whereas, ſeveral of the Owners and Proprietors of the Lands and Grounds lying in the ſaid Common Fields, Common Paſtures, Common Meadows, Common Grounds, Heath and Waſte Ground, ſo intended and directed to be divided and incloſed as aforeſaid, his, her, or their Truſtee or Truſtees, Committee or Committees, Guardian or Guardians, may have Occaſion to borrow Money to pay and defray their reſpective Shares and Proportions of the Charges and Expences incident to and attending ſuch Incloſure and Diviſions, and the neceſſary Sub-diviſions of the ſaid Allotments, and the obtaining and paſſing this Act; and cannot by Reaſon of ſome Settlement or Settlements already made of the Grounds, Lands, and Premiſes, or ſome Part thereof, or of ſome other Impediments, Incapacity, or Incumbrances reſpectively affecting the ſame, make an effectual Security thereof, for the Money wanted to be raiſed and borrowed for the Purpoſes aforeſaid: **Be it therefore Enacted,** by the Authority aforeſaid, That it ſhall and may be lawful to and for the Huſbands, Guardians, Truſtees, or Committees of any of the ſaid Owners or Proprietors, being under Coverture, Minors, Lunaticks, or beyond the Seas, and to and for every of them for the Time being, and to and for all Perſons acting as Guardians, Truſtees, or Committees of any of the ſaid Owners or Proprietors, being under Coverture, Minors, Lunaticks, or beyond the Seas, and to and for every of them for the Time being, and to and for any of the ſaid Owners or Proprietors being Tenants in Tail, or for Life, only, and to and for every of them reſpectively for the Time being (except the ſaid *William Knowler*, and his Succeſſors, Rectors as aforeſaid, in Reſpect of the Land and Ground to be allotted unto him and them as Rectors of the ſaid Pariſh, and Pariſh Church of *Upper Boddington* aforeſaid) by and with the Conſent and Approbation of the ſaid Commiſſioners or their Succeſſors, or any three or more of them, teſtified in Writing under their Hands and Seals, from Time to Time to charge the Lands and Grounds, which ſhall be aſſigned and allotted to them the ſaid Owners and Proprietors reſpectively, by Virtue and in Purſuance of this Act, with any Sum or Sums of Money for the Purpoſes beforementioned; and for the ſecuring the Repayment of ſuch Sum and Sums of Money, with Intereſt, to grant, mortgage, leaſe, or demiſe, or otherwiſe ſubject the Lands and Grounds, ſo to be aſſigned and allotted, unto ſuch Perſon or Perſons as ſhall advance and lend the ſame reſpectively, for any Term or Number of Years, ſo as ſuch Grant or Demiſe be made with a Proviſo or Condition to ceaſe and be void, or with an expreſs Truſt to be ſurrendered, when ſuch Sum or Sums of Money thereby to be ſucured, with the Intereſt thereof, ſhall be fully paid and ſatisfied.

And it is hereby further Enacted, and Declared, That every ſuch Grant, Mortgage, Leaſe, or Demiſe of the ſaid Grounds, Lands, and Premiſes, or any Part or Parts thereof, ſo to be made in Purſuance of this Act, ſhall be good, valid, and effectual in the Law, for the Purpoſes thereby intended; notwithſtanding the Want of legal Title in the ſaid Huſbands, Guardians, Truſtees, or Committees, or in the Perſons acting as ſuch, or in the ſaid Tenants in Tail, or for Life, any Will, Settlement, Truſt, Uſe, Remainder, Limitation, or other Incumbrance, of or concerning the ſame Grounds,

Lands,

Lands, and Premiſes, or any Part or Parts thereof, then in being, or capable of taking Effect to the contrary.

And it is hereby further Enacted, by the Authority aforeſaid, That the ſaid Commiſſioners, or any there or more of them, do and ſhall, and they are hereby required to give publick Notice in the Pariſh Church of *Upper Boddington* aforeſaid, upon ſome *Sunday*, immediately after Divine Service, of the Time and Place of the firſt Meeting of the ſaid Commiſſioners, for the executing of the Powers veſted in them by this Act, at leaſt ſix Days before ſuch Meeting; and ſhall alſo give the like Notice of ſix Days of every ſubſequent Meeting, for putting in Execution the Powers veſted in them by this Act, at the Pariſh Church aforeſaid (Meetings by Adjournment only excepted).

And it is hereby further Enacted, by the Authority aforeſaid, That when and as often, as any one or more of the Commiſſioners appointed by this Act, or to be elected in the Manner herein aftermentioned, ſhall die, or refuſe to act, the Perſons, who for the Time being, ſhall be intereſted reſpectively in the ſaid Common Fields, Common Paſtures, Common Meadows, Common Grounds, Heath and Waſte Ground, ſo intended to be incloſed as aforeſaid, or the greater Part of them in Value, do and ſhall from Time to Time, within two Calendar Months next after the Death, or Refuſal of ſuch Commiſſioner or Commiſſioners to act, by Writing under their Hands and Seals, appoint one or more Commiſſioner or Commiſſioners not intereſted in the ſaid intended Incloſure, inſtead of each and every Commiſſioner or Commiſſioners, ſo dying or refuſing to act as aforeſaid; and every ſuch Commiſſioner or Commiſſioners, ſo to be appointed, ſhall have the like Power and Authority, by Virtue of this Act, as the Commiſſioner or Commiſſioners, in whoſe Place or Stead, he or they ſhall ſucceed, was or were veſted with; provided that Notice be given in the Pariſh Church of *Upper Boddington* aforeſaid, of the Time and Place of chooſing ſuch Commiſſioner or Commiſſioners, at leaſt ſeven Days before every ſuch Meeting.

And whereas, it is requiſite that ſome convenient Time ſhould be fixed for every Perſon intitled to any Part of the ſaid intended new Incloſure, to accept of their reſpective Allotments and Shares: **Be it therefore Enacted**, by the Authority aforeſaid, That all and every ſuch Perſon and Perſons ſhall, and they are hereby required, to accept his, her, and their reſpective Allotments and Shares within the Space of ſix Calendar Months next after the Execution of the aforeſaid Award or Inſtrument; and Notice to him, her, or them reſpectively given by the ſaid Commiſſioners, or their Succeſſors, or any three or more of them for that Purpoſe; and in Caſe any Perſon or Perſons neglect or refuſe to accept his, her, or their Allotment or Allotments within the Time aforementioned, ſuch Perſon, ſo neglecting or refuſing, ſhall be totally excluded from having or receiving any Benefit or Advantage by this preſent Act; and alſo from any Eſtate, Intereſt, or Right of Common, or other Property whatſoever, in or to any of the Lands and Grounds aſſigned or allotted to any Perſon or Perſons by Virtue of this Act.

Provided

Provided alſo, and it is hereby Enacted, and Declared, That the Guardians, Huſbands, Committees, Truſtees, or Attorney of any Perſon or Perſons being Minors, under Coverture, Lunaticks, beyond the Seas, or otherwiſe incapable by Law to accept ſuch Allotments to be made as aforeſaid, ſhall be, and are hereby enabled and required to accept thereof for the Uſe of ſuch Perſon or Perſon ſo incapacitated as aforeſaid; and ſuch Acceptance ſhall be, and is hereby declared to be as valid and effectual, as if the Perſon or Perſons for whom the ſame ſhall be made, reſpectively, were capable of acting for themſelves, any Thing herein contained to the contrary notwithſtanding.

Provided nevertheleſs, That any Non-claim or Non-acceptance of any Guardian, Huſband, Committee, Truſtee, Tenant for Life, or Attorney, ſhall not exclude, or any Ways prejudice the Claim or Acceptance of any Infant, Feme-covert, or other Perſon under ſuch Diſability and Incapacity as aforeſaid, who ſhall claim or accept within one Year after ſuch Diſability or Incapacity is removed, or of any Perſon or Perſons intitled as Heir, or in Remainder, after the Death of any Perſon dying under ſuch Diſability or Incapacity, who ſhall claim or accept, within one Year after, his, her, or their Right, Title or Intereſt, ſhall have deſcended to them, or accrued.

And it is hereby further Enacted, and Declared, by the Authority aforeſaid, That the Charges and Expences of paſſing this Act, and all the Coſts and Charges attending the ſame; and the Coſts and Charges of ſurveying, admeaſuring, dividing, and allotting the ſaid Common Fields, Common Paſtures, Common Meadows, Common Grounds, Heath and Waſte Ground, ſo intended to be incloſed as aforeſaid; and of the preparing and inrolling the ſaid Award or Inſtrument, and all other the Charges and Expences of the ſaid Commiſſioners, and all other neceſſary Expences, in, about, or concerning the ſaid Premiſes, ſhall be borne and defrayed by all the Proprietors and Owners of Lands, Grounds, and Commons, in the ſaid Common Fields, Common Paſtures, Common Meadows, Common Grounds, Heath, and Waſte Ground, ſo intended to be incloſed as aforeſaid (other than and except the ſaid *William Knowler*, and his Succeſſors, Rectors of the ſaid Pariſh, and Pariſh Church of *Upper Boddington* aforeſaid, in Reſpect only of the Plots and Parcels of Land and Ground, to be allotted to him and them as Rectors as aforeſaid) by an equal Pound Rate according to the Number and Value of Acres each Perſon ſhall have allotted to him, her, or them, by Virtue of this Act, to be ſettled, adjuſted, and determined by the ſaid Commiſſioners, or their Succeſſors, or any three or more of them; and that in Caſe any of the Perſons aforeſaid, ſhall refuſe or neglect to pay his, her, or their Share or Proportion of ſuch Charges or Expences, within the Time to be limited by the ſaid Commiſſioners, or their Succeſſors, or any three or more of them, to ſuch Perſon or Perſons as they ſhall appoint to receive the ſame, then the ſaid Commiſſioners, or their Succeſſors, or any three or more of them, ſhall and may, by Warrant under their Hands and Seals, directed to any Perſon or Perſons whatſoever, cauſe the ſame to be levied by Diſtreſs and Sale of the Goods and Chattels of the Perſon or Perſons ſo neglect-

ing or refuſing to pay the ſame, rendering the Overplus (if any) to the Owner or Owners of ſuch Goods and Chattels, after deducting the Coſts and Charges attending ſuch Diſtreſs and Sale; or otherwiſe, it ſhall and may be lawful to and for the ſaid Commiſſioners, and their Succeſſors, or any three or more of them, to enter into and upon the Premiſes ſo to be allotted to ſuch Perſon and Perſons, refuſing or neglecting to pay as aforeſaid; and to take and receive the Rents and Profits thereof reſpectively, until thereby or therewith the Share or Shares, Proportion or Proportions, of the ſaid Coſts and Charges to be directed, awarded, or appointed by the ſaid Commiſſioners to be paid by ſuch Perſon or Perſons as aforeſaid; and alſo all Coſts, Charges, and Expences occaſioned by, or attending ſuch Entry upon, and Perception of the Rents and Profits of the ſame Premiſes, ſhall reſpectively be fully paid and ſatisfied.

Provided always, and it is hereby further Enacted, and Declared, by the Authority aforeſaid, That nothing in this Act contained, ſhall prejudice, leſſen, or defeat, the Right, Title, or Intereſt of the ſaid *John Spencer*, as Lord of the ſaid Manors of *Upper Boddington*, and Part of *Lower Boddington* aforeſaid, his Heirs or Aſſigns; or of the ſaid *Henry Baſſet*, as Lord of a Manor in Part of *Lower Boddington* aforeſaid, his Heirs or Aſſigns; or any other Lord or Lords of any Manor or Manors, or Part of any Manor or Manors, Lordſhip or Lordſhips, or reputed Manor or Manors, Lordſhip or Lordſhips, within the Juriſdiction or Limits whereof the ſaid Open and Common Fields hereby directed to be incloſed, or any Part or Parts thereof, are lying or being, or of their, or either of their, Heirs, of, in, or to the Seigniories and Royalties, incident or belonging to ſuch Manors or Lordſhips, or reputed Manors or Lordſhips: but ſuch Lord or Lords for the Time being, and all and every other Perſon or Perſons, claiming under him or them, as Lord or Lords of the ſaid Manors or Lordſhips, or reputed Manors or Lordſhips, or either of them, ſhall and may from Time to Time, and at all Times for ever hereafter, hold and enjoy all Rents, Services, Courts, Perquiſites, and Profits of Courts, and all other Royalties, Profits, and Privileges, to the ſaid Manors or Lordſhips, or reputed Manors or Lordſhips, or either of them, or to the Lord or Lords thereof, reſpectively, or to any claiming under him or them, incident, appendant, belonging or appertaining; (other than and except ſuch Common of Paſture, or other Common Right, as can or may be claimed, or belonging to him or them reſpectively, as Lord or Lords of the ſaid Manors of *Upper Boddington* and *Lower Boddington*, or either of them, or any other Manor or Manors, in, over, and upon the Premiſes, ſo directed and appointed to be allotted to the ſaid Proprietors as aforeſaid, or any Part or Parts thereof) in as full, ample, and beneficial Manner, to all Intents and Purpoſes, as they ought or might have held and enjoyed the ſame, before the paſſing of this Act, or in Caſe the ſame had never been made.

Saving to the King's Moſt Excellent MAJESTY, his Heirs and Succeſſors, and to all and every Perſon and Perſons, Bodies Politick and Corporate, his, her, and their Heirs, Succeſſors, Executors, and Adminiſtrators; **All** ſuch Right,

Right, Title, and Intereſt (other than thoſe meant or intended to be barred or deſtroyed by this Act) which they, every, or any of them, had and enjoyed, of, in, to, or out of the ſaid Common Fields, Common Paſtures, Common Meadows, Common Grounds, Heath and Waſte Ground, ſo intended and appointed to be incloſed as aforeſaid, before the paſſing of this Act, or could or might have had or enjoyed, in Caſe the ſame had not been made.

AN

ACT

For Dividing and Incloſing the Common Fields, Common Paſtures, Common Meadows, Common Grounds, Heaths, and Waſte Ground of *Upper Boddington* and *Lower Boddington*, within the Pariſh of *Upper Boddington*, in the County of *Northampton*; And for ſettling a Rate, or certain Annual Sum of Money, to be paid in Lieu of the Tythes of certain old Incloſures within the ſaid Pariſh.

K Great Brit. - George II
c. 3
29
No 31

29
31 Geo. II c. 31

An ACT *for Dividing and Inclosing the common Fields, common Paſtures, common Meadows, common Grounds, and waſte Grounds, in the Manor and Lordſhip of* Woodford, *otherwiſe* Halſe Woodford, *in the County of* Northampton.



WHEREAS the common, open, and arable Fields, Meadows, and waſte Grounds, lying and being within the Manor and Lordſhip of *Woodford*, otherwiſe *Halſe Woodford*, in the County of *Northampton*, are computed to conſiſt of Thirty Yardlands and a Half, or thereabouts, and are called by the ſeveral Names of *Preſton Side*, *Eydon Side*, and *The Gravel Field*, or by ſome other Name or Names:

AND WHEREAS the King's moſt Excellent Majeſty is ſeiſed, in Right of the Crown of *Great Britain*, of and in the perpetual Advowſon, Right of Patronage, and Preſentation of, in, and to the Vicarage of the Pariſh Church of *Woodford*, otherwiſe *Halſe Woodford* aforeſaid:

AND WHEREAS his Grace the moſt Noble *Francis* Duke of *Bridgewater* is Lord of the Manor of *Woodford*, otherwiſe *Halſe Woodford* aforeſaid, with its Members; and *Richard Wills*, Gentleman, is poſſeſſed, or claims to be poſſeſſed of, or intereſted in, certain chief Rents and other Privileges within the ſaid Lordſhip of *Woodford*, otherwiſe *Halſe Woodford* aforeſaid:

AND WHEREAS Sir *John Dryden*, Baronet, is poſſeſſed of, or intitled unto, certain Glebe Lands and other Eſtates lying in the ſaid common Fields, and alſo to all the Tythes and Tenths of Corn, Grain, Graſs, and Hay, ariſing, renewing, or increaſing, within the ſaid common Fields of *Woodford*, otherwiſe *Halſe Woodford* aforeſaid; and the Reverend *Edward Derby*, Clerk, is Vicar of the Pariſh Church of *Woodford*, otherwiſe *Halſe Woodford* aforeſaid, and in Right of his ſaid Vicarage is ſeiſed or poſſeſſed of certain other Glebe Lands lying in the ſaid common Fields, and alſo of all the Tythes of Milk, Calves, Wool, Lambs, Pigs, and other vicarial Tythes ariſing, renewing, or increaſing, within the ſaid Manor and Lordſhip of *Woodford*, otherwiſe *Halſe Woodford*, and likewiſe to certain eccleſiaſtical Duties ariſing within the ſaid Town of *Woodford*, otherwiſe *Halſe Woodford* aforeſaid:

And whereas the reſt of the Lands, Grounds, and Eſtates, lying and being in the ſaid open and common Fields of *Woodford*, otherwiſe *Halſe Woodford* aforeſaid, do belong to and are the Property of *Richard Grove*, Eſquire, *Angel Knightley*, Widow, *William Henry Chauncy*, Eſquire, *Thomas Burbidge*, *John Watts*, *Thomas Seaton*, the ſaid *Richard Wills*, the Reverend *Thomas Berdmore*, Doctor in Divinity, the Reverend *James Stopes*, Clerk, *Edward Burbidge*, *Thomas Daniel*, *Richard Tew*, *Benjamin Stratford*, *Thomas Tew*, *Thomas Stanton*, *Richard Checkley*, *Stephen Humfrys*, *John Hunt*, *Stephen Tew*, *Thomas Smith*, *John Checkley*, *Samuel Dalton*, *Mary Smith*, *Thomas Harris*, *John Harris*, *John Eyles*, and others:

And whereas the ſeveral Lands and Grounds of the ſaid Freeholders, Landholders, and Proprietors, in the ſaid open and common Fields of *Woodford*, otherwiſe *Halſe Woodford* aforeſaid, reſpectively, lie intermixed and diſperſed in ſmall Parcels in and over the ſaid common Fields, and are moſt of them inconveniently ſituated with reſpect to their ſeveral Houſes in the ſaid Town of *Woodford*, otherwiſe *Halſe Woodford* aforeſaid, and by reaſon thereof a ſufficient Quantity of Manure and Compoſt cannot, without great Difficulty and Expence, be conveyed to dreſs and till the ſame, nor frequent Treſpaſſes and Diſputes among the ſeveral Proprietors be prevented; and ſo long as the ſaid common Fields and common Grounds lie open, commonable, and unincloſed, they produce very little Profit to their reſpective Proprietors, and in their preſent Situation are incapable of Improvement:

And whereas the ſaid Sir *John Dryden*, *Edward Derby*, *Richard Grove*, *Angel Knightley*, *William Henry Chauncy*, *Thomas Burbidge*, *John Watts*, *Thomas Seaton*, *Richard Wills*, *Thomas Berdmore*, *James Stopes*, *Edward Burbidge*, *Thomas Daniel*, *Richard Tew*, *Benjamin Stratford*, *Thomas Tew*, *Thomas Stanton*, *Richard Checkley*, *Stephen Humfrys*, *John Hunt*, *Stephen Tew*, *Thomas Smith*, *John Checkley*, *Samuel Dalton*, *Mary Smith*, *Thomas Harris*, *John Harris*, *John Eyles*, and other the Owners and Proprietors of the ſaid Lands and Grounds in the ſaid open and common Fields of *Woodford*, otherwiſe *Halſe Woodford* aforeſaid, are deſirous that the ſaid common Fields, common Paſtures, common Meadows, common Grounds, and waſte Grounds, may be divided and incloſed; and that ſpecifick Shares, Parts, and Allotments thereof may be aſſigned to each Proprietor, according to their reſpective Properties and Intereſts therein, in ſuch manner, and ſubject to ſuch Rules, Directions, and Proviſions, as are herein after inſerted, provided, and declared, concerning the ſame:

But although the ſaid Diviſion and Incloſure will tend greatly to the Advantage of the Parties concerned, and be an Improvement of their ſeveral and reſpective Properties within the ſaid common Fields of *Woodford*, otherwiſe *Halſe Woodford* aforeſaid; **Yet** the ſame cannot effectually be eſtabliſhed without the Aid and Authority of Parliament:

May it therefore pleaſe Your moſt Excellent MAJESTY;

That it may be **Enacted**; **And be it Enacted** by the KING's moſt Excellent MAJESTY, by and with the Advice and Conſent of the Lords Spiritual and Temporal, and Commons, in this preſent Parliament aſſembled, and by the Authority of the ſame, That *Thomas Grace*, of *Shawell*, in the County of *Leiceſter*, Gentleman, *Robert Clerke*, of *Woolfehampcote*, in the County of *Warwick*, Gentleman, *William Dodd*, of *Cannons Aſhby*, in the ſaid County of *Northampton*, Gentleman, *John Farebrother*, of *Helmdon*, in the ſaid County of *Northampton*, Gentleman, and *Clement Wilſon*, of *Watford Gap*, in the Pariſh of *Watford*, in the ſaid County of *Northampton*, Gentleman, ſhall be Commiſſioners for dividing, allotting, and incloſing, the ſaid common Fields, together with all the common Paſtures, common Meadows, common Grounds, Glebe Lands, Lot Grounds, and waſte Grounds, ſituate, lying, and being in the ſaid Manor and Lordſhip of *Woodford*, otherwiſe *Halſe Woodford* aforeſaid; and for putting this Act in Execution.

And,

And, for the more juſt and regular Diviſion and Diſtribution of the Lands and Grounds ſo to be divided and incloſed as aforeſaid, and for the better aſcertaining the ſame; **It is hereby further Enacted and Declared,** by the Authority aforeſaid, That a Survey ſhall be made of the ſaid open and common Fields, common Paſtures, common Meadows, common Grounds, Glebe Lands, Lot Grounds, and waſte Grounds, ſo intended to be incloſed as aforeſaid, ſome time before the Firſt Day of *September* which ſhall be in the Year of our Lord One thouſand Seven hundred and Fifty-eight, or ſo ſoon after as conveniently may be, by ſuch Perſon or Perſons as ſhall be nominated and appointed for that Purpoſe by the ſaid Commiſſioners, or their Succeſſors, or any Three or more of them; and ſuch Survey and Admeaſurement ſhall be reduced into Writing, and the Number of Acres, Roods, and Perches, belonging to each Proprietor, therein ſet forth, aſcertained, and declared; and the ſaid Survey ſhall be laid before the ſaid Commiſſioners, or their Succeſſors, or any Three or more of them, at ſome or one of their Meetings to be had in purſuance of this Act.

And it is hereby further Enacted, by the Authority aforeſaid, That the ſaid Commiſſioners, or their Succeſſors, or any Three or more of them, ſhall have full Power and Authority, and they are hereby authorized and required, at any Time or Times after the ſaid Survey ſhall have been made and laid before them as aforeſaid, but before the Firſt Day of *May* which ſhall be in the Year of our Lord One thouſand Seven hundred and Fifty-nine, to divide and ſet out, aſcertain and allot, all the ſaid common Fields, common Paſtures, common Meadows, common Grounds, and all the Glebe Lands, Lot Grounds, and waſte Grounds, within the ſaid Manor and Lordſhip of *Woodford*, otherwiſe *Halſe Woodford* aforeſaid, unto and amongſt the ſeveral Perſons intitled to and intereſted in the ſame, in proportion to their ſeveral and reſpective Shares and Intereſts and Right of Common, and other Properties, in and over the ſaid common Fields, common Paſtures, common Meadows, common Grounds, Glebe Lands, Lot Grounds, and waſte Grounds, in the ſaid Manor and Lordſhip of *Woodford*, otherwiſe *Halſe Woodford* aforeſaid; but excluſive of any Lands or Grounds in the Hamlet of *Farndon*, within the Pariſh of *Woodford*, otherwiſe *Halſe Woodford* aforeſaid; ſubject nevertheleſs to the Rules, Orders, and Directions, herein after contained concerning the ſame.

Provided nevertheleſs, and it is hereby Enacted and Declared, That nothing herein contained ſhall extend, or be conſtrued to extend, to authorize or impower the ſaid Commiſſioners, or their Succeſſors, or any of them, to give any undue Preference to any of the Parties intereſted and concerned in the ſaid intended Diviſion and Incloſure, in reſpect to their Allotments or Shares in the ſaid common Fields; but that the ſaid Commiſſioners, or their Succeſſors, in making their Allotments, ſhall have due Regard to the Quality, Situation, and Convenience, as well as Quantity, both of the Lands and Grounds and the Tythes thereof, now belonging to each Proprietor and Perſons intitled thereto, and of the Lands and Grounds ſo to be aſſigned and allotted in lieu thereof in purſuance of this Act.

And it is hereby further Enacted, That the ſaid Commiſſioners, or their Succeſſors, or any Three or more of them, do and ſhall, in the Firſt place, aſſign, allot, and appoint, unto and for the ſaid Sir *John Dryden*, his Heirs and Aſſigns, One or Two intire Plot or Plots of Land or Ground, lying within and being Parcel of the ſaid common Fields, common Paſtures, common Meadows, common Grounds, and waſte Grounds, ſo intended to be incloſed as aforeſaid; except of the ſaid ſeveral Glebe Lands of the ſaid Sir *John Dryden*, and except of the ſeveral Pieces of Graſs Ground belonging to the ſaid Sir *John Dryden*, and called *The Tythe Pieces*, and lying in the common Meadows of *Woodford*, otherwiſe *Halſe Woodford* aforeſaid; and alſo except of the ſaid Glebe Lands belonging to the ſaid *Edward Derby*, as Vicar of the ſaid Pariſh of *Woodford*, otherwiſe *Halſe Woodford*: It being hereby intended, that the ſaid ſeveral Glebe Lands and Tythe Pieces ſhall not be contributary to, nor eſtimated in the Value of, ſuch Plot or Plots; and which ſaid Plot or Plots of Ground or Land, ſo to be allotted to the ſaid Sir *John Dryden*

Dryden as aforeſaid, ſhall in the Judgment of the ſaid Commiſſioners, or their Succeſſors, or any Three or more of them, be, when and ſo ſoon as incloſed, of the yearly Value of Ninety Pounds of lawful Money of *Great Britain*.

And it is hereby further Enacted and Declared, That the ſaid Plot or Plots of Ground or Land herein before directed and appointed to be aſſigned, allotted, and appointed, unto and for the ſaid Sir *John Dryden* as aforeſaid, ſhall be in lieu and full Satisfaction of, and full Equivalent and Compenſation for, all rectorial and impropriate Tythes and Tenths of Corn, Grain, Graſs, and Hay, ariſing, renewing, or increaſing, or to ariſe, renew, or increaſe, out of or from all or any the Lands or Grounds lying and being in the ſaid open and common Fields in the Manor and Lordſhip of *Woodford*, otherwiſe *Halſe Woodford* aforeſaid.

And it is hereby further Enacted and Declared, That after the ſaid Commiſſioners, or their Succeſſors, or any Three or more of them, ſhall have ſo aſſigned, allotted, or appointed, unto and for the ſaid Sir *John Dryden*, his Heirs and Aſſigns, ſuch Plot or Plots of Ground as are herein before mentioned, that then the ſaid Commiſſioners, or their Succeſſors, or any Three or more of them, do and ſhall aſſign, allot, and appoint, unto and for the ſaid *Edward Derby* and his Succeſſors, Vicars of the ſaid Pariſh Church of *Woodford*, otherwiſe *Halſe Woodford* aforeſaid, out of the Reſidue of the ſaid common Fields, common Paſtures, common Meadows, common Grounds, and waſte Grounds, ſo intended to be incloſed as aforeſaid; ſuch Plot of Ground or Land being Parcel of the ſaid common Fields and common Grounds, ſo intended to be incloſed as aforeſaid, as ſhall conſiſt of ſuch Number of Acres as the ſaid Glebe Lands of the ſaid Vicarage, lying and being in the ſaid common Fields, do now conſiſt of, or as near thereunto as conveniently may be, Quantity and Quality conſidered; and alſo, that the ſaid Commiſſioners, or their Succeſſors, or any Three or more of them, do and ſhall alſo aſſign, lay out, allot, and appoint, unto and for the ſaid *Edward Derby* and his Succeſſors, Vicars of the ſaid Pariſh Church of *Woodford*, otherwiſe *Halſe Woodford* aforeſaid, over and above and excluſive of the Lands and Grounds ſo to be allotted to him and them in lieu of, and as a Compenſation for, the ſaid Glebe Lands of the ſaid Vicarage as aforeſaid, One other Plot of Land or Ground lying within, and being Parcel, as well of the ſaid common Fields and common Grounds ſo intended to be incloſed as aforeſaid, as of the ſaid Glebe Lands of the ſaid Sir *John Dryden*; and which ſaid laſt-mentioned Plot ſhall, in the Judgment of the ſaid Commiſſioners, or their Succeſſors, or any Three or more of them, be, when and as ſoon as incloſed, of the full yearly Value of Twenty Pounds Three Shillings and Four Pence of lawful Money of *Great Britain*.

And it is hereby further Enacted and Declared, That the ſaid ſeveral Plots or Parcels of Ground or Land herein before directed and appointed to be aſſigned, laid out, and allotted, to and for the ſaid *Edward Derby*, and his Succeſſors, Vicars, as aforeſaid, ſhall be as well in lieu of and full Satisfaction of and for all the Glebe Lands of and belonging to the ſaid Vicarage of *Woodford*, otherwiſe *Halſe Woodford*, aforeſaid, which are lying and being in the ſaid open and common Fields of *Woodford*, otherwiſe *Halſe Woodford*, aforeſaid, as alſo for and in lieu and in full Satisfaction of and for all manner of Tythes and Tenths of Milk, Calves, Lambs, Pigs, Wool, and all other Vicarial Tythes and Tenths whatſoever, growing, ariſing, and belonging to the ſaid *Edward Derby*, and his Succeſſors, Vicars as aforeſaid, from and out of all and every the Meſſuages, Homeſteads, Homecloſes, Lands, and Grounds, within the ſaid Manor and Lordſhip of *Woodford*, otherwiſe *Halſe Woodford*, aforeſaid, and the open Fields and Boundaries, Limits, and Precincts, of the ſaid open Fields, excluſive of the ſaid Hamlet of *Farndon*; and alſo from and out of an antient Orchard of the ſaid *Richard Wills*, containing by Eſtimation about Half an Acre, and adjoining to his Farm Yard; and alſo from and out of an antient Orchard of the ſaid *Richard Checkley*, containing by Eſtimation about Half an Acre, and adjoining to his Barn on the South Side thereof;

thereof; ſave and except the Great Tythes of Corn, Grain, and Vicarial Tythes, due and payable to the ſaid *Edward De by*, and his Succeſſors, Vicars, as aforeſaid, for and in reſpect of the Meſſuages, Homeſteads, and antient Homecloſes, within the ſaid Manor, belonging to Perſons who are not Owners of any common or open Field Lands in the ſaid open and common Fields hereby intended to be incloſed, as aforeſaid; and alſo ſave and except the great and ſmall Tythes due and payable to the ſaid *Edward Derby*, and his Succeſſors, Vicars, as aforeſaid, from and out of the ſeveral antient Cloſes within the ſaid Manor and Lordſhip of *Woodford*, otherwiſe *Halſe Woodford*, called by the ſeveral Names of *Millham's Milk Cloſe*, *Loake's*, *John Harris's Coney Gree Cloſe*, *Richard Tew's Two antient Cloſes*, *John Watts's antient Cloſe* called *Sabin's Cloſe*, *The Thilland's Cloſes*, *Harry's Homeſtead*, *Gardner's Cloſe*, *The Toys*, and *The Dovehouſe Cloſe*, a Cloſe belonging to the ſaid *Stephen Humfrys*; an antient Cloſe belonging to *Edward Checkley* the elder, an antient Cloſe belonging to *Edward Checkley* the younger, called *Withyholt*, Two antient Cloſes belonging to the ſaid *Richard Wills*, called *Plank Cloſe* and *The Home Cloſe*, *Job Hands's antient Cloſe*, the ſaid *Richard Checkley's antient Cloſe*; and alſo ſave and except all Surplice Fees ariſing and to ariſe within the ſaid Manor and Lordſhip of *Woodford*, otherwiſe *Halſe Woodford*; all which ſhall remain due and payable to the ſaid *Edward Derby*, and his Succeſſors, Vicars of the Pariſh Church of *Woodford*, otherwiſe *Halſe Woodford*, aforeſaid, in the ſame manner as before the making and paſſing of this preſent Act.

And it is hereby further Declared and Enacted, That the ſaid Parcel of Ground or Land ſo to be allotted and ſet out for the ſaid Vicar, and his Succeſſors, in lieu and Compenſation of the ſaid Tythes, alſo the ſaid Parcel of Ground or Land ſo to be allotted and ſet out for the ſaid Vicar, and his Succeſſors, for and in lieu of his ſaid Glebe Lands in the ſaid Fields, ſhall be ſet out, allotted, and laid down, in One intire Plot or Parcel of Land, as the ſaid Commiſſioners, or their Succeſſors, or any Three or more of them, ſhall direct or appoint, and ſhall be incloſed round in One intire Allotment or Incloſure, and no more, by a Quick-ſet Hedge and Ditch, or other proper Mound or Fence, already made or to be made on the oppoſite or contiguous Plotts or Allotments, or on other antient or former Incloſures, by and at the Expence of ſuch of the other of the Proprietors, and in ſuch manner as the ſaid Commiſſioners, or their Succeſſors, or any Three or more of them, ſhall order, direct, and appoint; and which ſaid Hedges and Ditches, or other Mound or Fence, ſhall be for ever kept up and maintained at the Coſts, Charges, and Expences, of ſuch of the ſaid Proprietors, as the ſaid Commiſſioners, or their Succeſſors, or any Three or more of them, ſhall order, direct, and appoint, and ſhall be the ſole Property of the Perſon or Perſons ſo ordered to make the ſame.

And it is hereby further Enacted and Declared, That the ſaid Tythe Pieces are and ſhall be deemed and taken as Part and Parcel of the Glebe Lands of the ſaid Sir *John Dryden*, and ſhall be laid out and allotted to him as ſuch on the ſaid Incloſure, and ſhall be ſet out and allotted unto and for the ſaid Sir *John Dryden* along with the Lot, Plot, or Allotment to be laid out and allotted unto the ſaid Sir *John Dryden*, for and in lieu of his ſaid Glebe Lands in the ſaid common Fields.

Provided always nevertheleſs, and it is hereby Enacted and Declared, That all and every Leaſe and Leaſes upon Rack-rents, ſubſiſting of all or any Part or Parts of the ſaid common Fields, common Paſtures, common Meadows, common Grounds, Glebe Lands, Lot Grounds, and waſte Grounds, hereby intended to be incloſed, and all other Agreements for any Time or Term therein, ſhall, immediately upon ſuch Incloſure, Allotments, and Diviſions being made, ceaſe, determine, and be void; the reſpective Owners and Proprietors of the ſaid Fields, Meadows, or Grounds, who have made or granted any ſuch Leaſes or Agreements, making ſuch Satisfaction to ſuch Leſſee or Leſſees, Tenant or Tenants, as the ſaid Commiſſioners, or their Succeſſors, or any Three or more of them, ſhall

aſcertain,

aſcertain, direct, order, and appoint, as reaſonable to be paid to ſuch Leſſee or Leſſees, Tenant or Tenants, on account thereof, or as an Equivalent for the ſame.

And it is hereby further Declared and Enacted, That the ſaid Commiſſioners, or their Succeſſors, or any Three or more of them, ſhall and may, and they are hereby authorized and required to aſcertain, ſet out, and appoint, both publick and private Roads or Ways through the new Incloſures and Allotments, ſo to be made as aforeſaid, and the Aſſizes and Breadths thereof, ſo that all ſuch publick Roads or Ways ſhall be and remain Forty Feet broad at the leaſt (except Bridle Roads and Foot Ways); and which ſaid publick Roads and Ways ſhall at all times for ever hereafter be repaired and kept in Repair by and at the Expence of all the Inhabitants of and within the Manor of *Woodford*, otherwiſe *Halſe Woodford*, aforeſaid, in the ſame manner as the other Roads and Ways within the ſaid Manor were repaired and kept in Repair before the Paſſing of this Act, and according to the antient Uſage and Cuſtom of the ſame Manor and Pariſh, in caſe the ſame publick Roads or Highways ſhall lie open and not be incloſed, or made into a Lane from the Ground next adjoining thereto; but in caſe any One or more of the preſent or future Proprietors ſhall at any time or times hereafter incloſe or make into a Lane or Lanes any ſuch publick Road or Roads as ſhall be awarded through his, her, or their Allotment or Allotments, that then and in ſuch Caſe, and ſo often, he, ſhe, or they, and the Owners of the ſaid Allotment or Allotments, for the Time being, from which the ſame ſhall be ſo incloſed, ſhall, for ſo long time as the ſame ſhall continue incloſed and made into a Lane or Lanes, as aforeſaid, repair, maintain, and keep in Repair, ſuch Road or Roads at his and their own Expences: And that it ſhall not be lawful for any Perſon or Perſons, after making ſuch new Roads or Ways, to uſe any Roads or Ways either publick or private over the ſaid new Incloſures, on Foot, or with Horſes, Cattle, or Carriages, other than ſuch Roads or Ways as ſhall be aſcertained, ſet out, and appointed, as aforeſaid.

Provided always, and it is hereby further Enacted, That it ſhall and may be lawful to and for the ſaid Commiſſioners, or their Succeſſors, or any Three or more of them, and they are hereby authorized and impowered, if they think it neceſſary and proper, to allot and appoint any Parcel or Parcels of Land, Part of the ſaid common and open Fields or Grounds hereby intended to be incloſed, not exceeding in the whole the Quantity of One Acre, as and for publick Stone Pits or Gravel Pits, and which ſhall be fenced in, as the ſaid Commiſſioners, or any Three or more of them, ſhall direct, and uſed and appropriated by the ſaid Proprietors, and their Tenants, for the Repairs of the Roads within the ſaid Manor and Lordſhip of *Woodford*, otherwiſe *Halſe Woodford*, aforeſaid.

And it is hereby further Enacted and Declared, That all the Hedges, Ditches, and Fences, to be made for the Incloſing, Seperating, and Dividing, of the ſaid common Fields, common Paſtures, common Meadows, common Grounds, Glebe Lands, Lot Grounds, and waſte Grounds, purſuant to this Act, ſhall be made, and at all times hereafter repaired and maintained, by ſuch of the Proprietors of the ſaid Grounds, ſo intended to be incloſed as aforeſaid (except the ſaid *Edward Derby*, and his Succeſſors, Vicars, as aforeſaid), and in ſuch manner as the ſaid Commiſſioners, or their Succeſſors, or any Three or more of them, ſhall, by any Writing or Writings, under their Hands and Seals, in that behalf, award, order, direct, and appoint; and ſuch Award, Order, Direction, and Appointment, by the ſaid Commiſſioners, or their Succeſſors, or any Three or more of them, in that behalf, ſhall be binding and concluſive to the ſeveral Parties ſo intereſted and intitled to ſuch Shares and Allotments, as aforeſaid.

Provided nevertheleſs, and it is hereby further Declared and Enacted, That in caſe any Lands or Grounds upon which any Trees, Underwoods, Thorns, Hedges, Buſhes, Furzes, or Shrubs, ſhall at the time of making ſuch Allotments be

be ſtanding, growing, or being, ſhall be allotted and aſſigned to any Perſon or Perſons other than ſuch as was or were the Proprietor or Proprietors thereof at and immediately before ſuch Allotment, then and in ſuch Caſe it ſhall and may be lawful to and for ſuch Owners and Proprietors thereof reſpectively, at any ſeaſonable Time or Times, within the Space of Six Calendar Months next after ſuch Allotment ſhall be made, to enter into the Lands and Grounds upon which ſuch Trees, Underwoods, Thorns, Hedges, Buſhes, Furzes, or Shrubs, ſhall be ſtanding and being, and to fell and cut down, and with Horſes and Carriages to carry away the ſame, at his, her, and their Wills and Pleaſures, to and for his, her, and their own proper Uſe and Benefit.

Provided nevertheleſs, That if any ſuch Hedges now ſtanding upon the Premiſes ſhall be aſſigned or appointed by the ſaid Commiſſioners, or any Three or more of them, as or for a Boundary or Fence for any of the new Incloſures, ſo intended to be made as aforeſaid, all ſuch Hedges ſhall be left for the Benefit of ſuch Perſon or Perſons to whom ſuch new Incloſures ſhall belong by virtue of this Act, he, ſhe, and they making ſuch Allowance or Conſideration to the former Owners and Proprietors of ſuch Hedges reſpectively as the ſaid Commiſſioners, or their Succeſſors, or any Three or more of them, ſhall, by any Writing under their Hands, in that behalf, order and appoint.

And, for preventing Differences and Diſputes relating to the ſaid Incloſures and Diviſions **It is hereby Enacted,** by the Authority aforeſaid, That as ſoon as conveniently may be after the ſaid Commiſſioners ſhall have compleated and finiſhed the Partitions and Allotments of the ſaid common Fields, common Paſtures, common Meadows, common Grounds, Glebe Lands, Lot Grounds, and Waſte Grounds, hereby directed to be incloſed and divided as aforeſaid, purſuant to the Purport and Directions of this Act, they, or their Succeſſors, or any Three or more of them, ſhall form and draw up an Award or Inſtrument thereof, in Writing, which ſhall expreſs and contain the Quantity (in Statute Meaſure) of Acres, Roods, and Perches, contained in the ſaid common Fields, common Paſtures, common Meadows, common Grounds, Glebe Lands, Lot Grounds, and waſte Grounds, ſo intended to be incloſed as aforeſaid, and the Quantity of each and every Part and Parcel thereof aſſigned and allotted to each of the Parties intitled to and intereſted in the ſame, and a Deſcription of the Situation, Buttals, and Boundaries, of the ſame Parcels and Allotments reſpectively, and proper Orders and Directions for fencing and mounding of the ſame, and for making and laying out proper Roads, Ways, and Paſſages, in and through the ſame Premiſes, and ſhall alſo expreſs and contain ſuch other Orders, Regulations, and Determinations, as ſhall be proper and neceſſary to be inſerted therein, conformable to the Tenor and Purport of this Act; which ſaid Inſtrument ſhall be fairly ingroſſed and written on Parchment, and ſigned and ſealed by the ſaid Commiſſioners, or their Succeſſors, or any Three or more of them, and ſhall within convenient time after the ſame ſhall be ſo ſigned and ſealed, as aforeſaid, be inrolled either in his Majeſty's High Court of Chancery, or in his Majeſty's Court of King's Bench or Common Pleas at *Weſtminſter*, or by the Clerk of the Peace of and for the ſaid County of *Northampton*, to the end Recourſe may be had to the ſame by any Perſon or Perſons intereſted in the ſaid intended Incloſure; and a true Copy of the Inrolment thereof ſhall, from time to time, and at all times thereafter, be admitted and allowed in all Courts whatſoever as legal Evidence of the ſame: And the ſeveral Allotments, Partitions, and Diviſions, ſo to be made by the ſaid Commiſſioners, or their Succeſſors, or any Three or more of them, in and by ſuch Award or Inſtrument, ſo executed and inrolled as aforeſaid, ſhall be and are hereby declared to be binding and concluſive unto and upon all and every the ſeveral Parties intereſted therein and intitled unto the ſeveral and reſpective Grounds, Lands, and Premiſes, ſo intended and directed to be incloſed as aforeſaid.

And it is hereby further Enacted, That when the ſaid common Fields, common Paſtures, common Meadows, common Grounds, Glebe Lands, Lot Grounds,

and

and waſte Grounds, directed and appointed by this Act to be incloſed, ſhall be ſet out, aſcertained, and allotted, by the ſaid Commiſſioners, or their Succeſſors, or any Three or more of them, by ſuch Award, Inſtrument, or Writing, as is herein before-mentioned, the Parcels of Lands and Grounds ſo to be allotted and ſet out reſpectively, ſhall, within Eighteen Calendar Months next after the ſigning and ſealing the ſaid Award, Inſtrument, or Writing, be incloſed, hedged, ditched, and fenced, at the proper Coſts and Charges of the reſpective Perſons to whom the ſame ſhall be reſpectively allotted and aſſigned (other than and except the ſaid *Edward Derby*, and his Succeſſors, Vicars of the Pariſh Church of *Woodford*, otherwiſe *Halſe Woodford*, aforeſaid) and in ſuch manner as the ſaid Commiſſioners, or their Succeſſors, or any Three or more of them, ſhall in ſuch their Award order and direct.

And it is hereby further Provided, Enacted, and Declared, That convenient Gaps and Openings ſhall be left in the ſaid Fences and Incloſures for the Space of Twelve Calendar Months next enſuing the Execution of the ſaid Award, Inſtrument, or Writing, for the Paſſage of Cattle, Carts, and Carriages, in, by, and through, the ſame, unleſs the ſeveral Perſons intereſted therein ſhall agree that the ſame ſhall be ſooner fenced in, made up, and incloſed.

Provided always, That all and every the Proprietors of the new Incloſures intended to be made, purſuant to this Act ſhall have full Power and Liberty to erect or ſet up any Gate or Gates acroſs any Part of the Roads to be made through or againſt his, her, or their own Lands, for keeping out Sheep and Cattle, and to prevent their deſtroying any Banks, Woods, Plants, Quickſets, or Fences, which ſhall be made or planted, for incloſing or fencing any Part or Parcel of the ſaid common Fields and Pieces of common Ground, in purſuance of this Act.

And it is hereby further Enacted, by the Authority aforeſaid, That the ſeveral Lands and Grounds ſo to be divided, aſſigned, limited, and ſet out, allotted and appointed unto and for the ſeveral Perſons who by virtue of this Act ſhall be intitled to the ſame, ſhall be in full Bar of, and in full Satisfaction and Compenſation for, his, her, and their ſeveral Pieces and Parcels of Ground, which, before the Paſſing of this Act, were and are lying diſperſed in the ſaid common Fields, common Paſtures, common Meadows, common Grounds, Glebe Lands, Lot Grounds, and waſte Grounds, within the ſaid Manor or Lordſhip of *Woodford*, otherwiſe *Halſe Woodford*, aforeſaid, excluſive of the ſaid Hamlet of *Farndon*; and alſo in full Bar and Satisfaction of, and Compenſation for, all Right of Common, and other Properties whatſoever, in, over, and upon, the ſaid common Fields, common Paſtures, common Meadows, common Grounds, Glebe Lands, Lot Grounds, and waſte Grounds, reſpectively; and that from and immediately after the Making of the ſaid Diviſions and Allotments, and Execution of the ſaid Award or Inſtrument, of ſuch Tenor and Purport as before-mentioned, all Right of Common belonging to or claimed by all and every the Owners, Proprietors, or Occupiers, of Lands, Tenements, or other Hereditaments, within the ſaid Manor and Boundaries of *Woodford*, otherwiſe *Halſe Woodford*, aforeſaid, in, over, and upon, all or any the ſaid common Fields, common Paſtures, common Meadows, common Grounds, Glebe Lands, Lot Grounds, and waſte Grounds, and every Part thereof, ſhall ceaſe, determine, and be for ever extinguiſhed: And alſo that from and after the Execution of the ſaid Award, the ſaid *Richard Wills*, his Heirs and Aſſigns, for or in reſpect of any Lands or Eſtates he holds or enjoys within the ſaid Manor or Lordſhip of *Woodford*, otherwiſe *Halſe Woodford*, ſhall be for ever exempt and freed from the providing and keeping a Bull, for the Uſe of the Inhabitants of the ſaid Manor or Lordſhip; any antient Cuſtom or Uſage to the contrary notwithſtanding.

Provided alſo, and be it Enacted, That nothing in this Act contained ſhall extend, or be conſtrued, deemed, adjudged, or taken, to revoke, make void, alter, or annul, any Will or Wills, Settlement or Settlements, or to prejudice any Perſon or Perſons having any Right or Claim of Dower, Jointure, Portion, Debt,

Debt, Rent, or Incumbrance, out of, upon, or affecting. any of the Lands or Grounds, ſo intended to be incloſed and divided as aforeſaid, or any Part or Parts thereof reſpectively; but that each and every Proprietor ſhall ſtand and be ſeiſed of and in the ſeveral Lands and Grounds to be aſſigned and allotted to him, her, or them, as aforeſaid, by the ſaid intended Diviſion and Incloſure, as aforeſaid, to ſuch and the ſame Uſes, and to and for ſuch and the ſame Eſtates and Intereſts, and ſubject to ſuch and the ſame Wills, Powers, Proviſoes, Limitations, Remainders, Truſts, Charges, Rents, and Incumbrances, as he, ſhe, or they, reſpectively ſhould and would have ſtood ſeiſed of or intereſted in the ſeveral Lands and Grounds lying in the ſaid common Fields, common Paſtures, common Meadows, common Grounds, Glebe Lands, Lot Grounds, and waſte Grounds, ſo intended to be incloſed as aforeſaid, in caſe the ſame had remained unincloſed, or this Act had not been made; any-thing herein contained to the contrary thereof in any-wiſe notwithſtanding.

And whereas ſeveral of the Owners and Proprietors of the ſaid common Fields, common Paſtures, common Meadows, common Grounds, and waſte Grounds, ſo intended and directed to be divided and incloſed as aforeſaid, may have Occaſion to borrow Money to pay and defray their reſpective Shares and Proportions of the Charges and Expences incident to and attending ſuch Incloſure and Diviſion, and the obtaining and paſſing this Act, and cannot, by reaſon of ſome Settlement or Settlements already made of the ſaid Grounds, Lands, and Premiſes, or ſome Part or Parts thereof, or other Impediments or Incumbrances reſpectively affecting the ſame, make an effectual Security thereon for the Money ſo to be to them reſpectively advanced and lent for the Purpoſes aforeſaid; **Be it therefore Enacted**, by the Authority aforeſaid, That it ſhall and may be lawful to and for the Huſbands, Guardians, Truſtees, or Committees, of any of the ſaid Owners or Proprietors, being under Coverture, Minors, Lunaticks, or beyond the Seas, and to and for every or any of them, for the Time being, and to and for all Perſons acting as Guardians, Truſtees, or Committees, of any of the ſaid Owners or Proprietors, being under Coverture, Minors, Lunaticks, or being beyond the Seas, and to and for every or any of them, for the Time being; and alſo to and for the ſaid Impropriator, and all, every, or any, of the ſaid Owners and Proprietors, being Tenants in Tail, or for Life only, and to and for every or any of them reſpectively, for the Time being (except the ſaid *Edward Derby* and his Succeſſors, Vicars as aforeſaid) by and with the Conſent and Approbation of the ſaid Commiſſioners, or their Succeſſors, or any Three or more of them, teſtified in Writing, under their Hands and Seals, from time to time, to charge and mortgage the Lands and Grounds which ſhall be aſſigned and allotted to them the ſaid Owners and Proprietors reſpectively, by virtue and in purſuance of this Act, with any Sum or Sums of Money not exceeding Thirty-five Shillings for every Acre of the Lands and Grounds ſo to be allotted to them reſpectively; to be paid to ſuch Perſon or Perſons as the ſaid Commiſſioners, or their Succeſſors, or any Three or more of them, ſhall appoint, in order to be applied and diſpoſed of for the Purpoſes afore-mentioned; and for ſecuring the Repayment of ſuch Sum and Sums of Money, with Intereſt for the ſame, to grant, charge, mortgage, leaſe, or demiſe, or otherwiſe to ſubject, the Lands and Grounds ſo to be aſſigned and allotted as aforeſaid, or any Part or Parcel thereof, unto ſuch Perſon or Perſons as ſhall advance and lend the ſame reſpectively, for any Term or Number of Years, ſo as ſuch Grant, Charge, Mortgage, Leaſe, or Demiſe, be made with a Proviſo or Condition to ceaſe and be void, or, with an expreſs Truſt to be ſurrendered, when ſuch Sum and Sums of Money thereby to be ſecured, with the Intereſt thereof, ſhall be fully paid and ſatisfied.

And it is hereby further Enacted and Declared, That every ſuch Grant, Charge, Mortgage, Leaſe, or Demiſe, of the ſaid Grounds, Lands, and Premiſes, or any Part or Parts thereof, ſo to be made in purſuance of this Act, ſhall be good, valid, and effectual in the Law, for the Purpoſes thereby intended, notwithſtanding the Want of legal Title in the ſaid Huſbands, Guardians, Truſtees, or

Committees, or in the Perſons acting as ſuch, or in the ſaid Tenants in Tail, or for Life; any Settlement, Will, Truſt, Uſe, Remainder, Limitation, or other Incumbrance, of or concerning the ſame Grounds, Lands, and Premiſes, or any Part or Parts thereof, then in being or capable of taking Effect, to the contrary in any-wiſe notwithſtanding.

And it is hereby further Enacted, by the Authority aforeſaid, That the ſaid Commiſſioners, or their Succeſſors, or any Three or more of them, do and ſhall, and they are hereby required to give publick Notice in the Pariſh Church of *Woodford*, otherwiſe *Halſe Woodford* aforeſaid, upon *Sunday* immediately after Divine Service, of the Time and Place of the Firſt Meeting of the ſaid Commiſſioners for the Executing of the Powers hereby veſted in them, at leaſt Five Days before ſuch Meeting; and ſhall alſo give the like Notice of Five Days in the Pariſh Church aforeſaid, of the Time and Place of every ſubſequent Meeting for putting in Execution the Powers veſted in them by this Act; Meetings by Adjournment only excepted.

And it is hereby further Enacted, by the Authority aforeſaid, That when and as often as any One or more of the ſaid Commiſſioners appointed by this Act, or to be elected in the Manner herein after mentioned, ſhall die or refuſe to act, the Perſons who, for the Time being, ſhall be intereſted reſpectively in the common Fields, common Paſtures, common Meadows, common Grounds, Glebe Lands, Lot Grounds, and waſte Grounds, ſo intended to be incloſed as aforeſaid, or the greateſt Part of them in Number and Value, who ſhall attend purſuant to Notice herein after directed to be given, do and ſhall, from time to time, within Two Calendar Months next after the Death or Refuſal of ſuch Commiſſioner or Commiſſioners to act, by Writing under their Hands and Seals, appoint One or more Commiſſioner or Commiſſioners, not intereſted in the ſaid intended Incloſure, inſtead of each and every Commiſſioner and Commiſſioners ſo dying or refuſing to act, as aforeſaid; and every Commiſſioner or Commiſſioners, ſo to be appointed as aforeſaid, ſhall have the like Power and Authority by virtue of this Act, as the Commiſſioner or Commiſſioners, in whoſe Place or Places he or they ſhall ſucceed, was or were veſted with; provided that Notice be given in the Pariſh Church of *Woodford*, otherwiſe *Halſe Woodford*, aforeſaid, of the Day, Hour, and Place, of chuſing ſuch Commiſſioner or Commiſſioners, at leaſt Fourteen Days before ſuch Meeting.

And whereas it is requiſite that ſome convenient Time ſhould be fixed for every Perſon intitled to any Part of the ſaid intended new Incloſure to accept of their reſpective Allotments and Shares, **Be it therefore Enacted**, by the Authority aforeſaid, That all and every ſuch Perſon and Perſons ſhall and they are hereby required to accept his, her, or their reſpective Allotments and Shares within the Space of Eighteen Calendar Months next after the Execution of the aforeſaid Award or Inſtrument, and Notice to him, her, or them reſpectively given by the ſaid Commiſſioners, or their Succeſſors, or any Three or more of them, or left at his, her, or their laſt Place of Abode, for that Purpoſe: And in caſe any Perſon or Perſons ſhall neglect or refuſe to accept his, her, or their Allotment or Allotments within the Time afore-mentioned, ſuch Perſon or Perſons ſo neglecting or refuſing ſhall be totally excluded from any Eſtate, Intereſt, or Right of Common, or other Property whatſoever, in or to any the Lands and Grounds to be aſſigned and allotted to any other Perſon or Perſons by virtue of this Act.

Provided alſo, and it is hereby Enacted and Declared, That the Guardians, Huſbands, Committees, and Truſtees, of Perſons being Minors, under Coverture, Lunaticks, and Attorney or Attornies of Perſons beyond the Seas, or otherwiſe incapable by Law to accept ſuch Allotments, to be made as aforeſaid, ſhall be and are hereby enabled and required to accept thereof, for the Uſe of ſuch Perſon or Perſons ſo incapacitated or beyond the Seas as aforeſaid; and ſuch Acceptance ſhall be and is hereby declared to be as valid and effectual as if the Perſon or Perſons for whom the ſame ſhall be made reſpectively were capable of acting for themſelves; any thing herein contained to the contrary notwithſtanding.

Provided nevertheleſs, That any Non-claim or Non-acceptance of any Guardian,

dian, Huſband, Committee, Truſtee, Tenant for Life, or Attorney, ſhall not exclude or any-wiſe prejudice the Claim or Acceptance of any Infant, Femes Covert, or other Perſons under ſuch Diſabilities or Incapacities, as aforeſaid, who ſhall claim or accept within Eighteen Calendar Months next after ſuch Diſabilities or Incapacities are removed, or of any Perſon or Perſons intitled as Heir, or in Remainder, after the Death of any Perſon or Perſons dying under ſuch Diſabilities or Incapacities, who ſhall claim or accept within Eighteen Calendar Months next after his, her, or their Right, Title, or Intereſt, ſhall have deſcended to them or accrued, as aforeſaid.

And it is hereby further Declared and Enacted, by the Authority aforeſaid, That the Charges and Expences of paſſing this Act, and all the Coſts and Charges attending the Execution of the ſame, and the Coſts and Charges of ſurveying, admeaſuring, dividing, and allotting, the ſaid common Fields, common Paſtures, common Meadows, common Grounds, Glebe Lands, Lot Grounds, and waſte Grounds, ſo intended to be incloſed as aforeſaid, and of the preparing and inrolling the ſaid Award or Inſtrument, and all other the Charges and Expences of the ſaid Commiſſioners, and other neceſſary Expences about and concerning the ſaid Premiſes, ſhall be borne and defrayed as well by the Impropriator of the ſaid Tythes as by all the Proprietors and Owners of Lands in the ſaid common Fields, common Paſtures, common Meadows, common Grounds, Glebe Lands, Lot Grounds, and waſte Grounds, ſo appointed to be incloſed (other than and except the ſaid *Edward Derby* and his Succeſſors, Vicars as aforeſaid) by an equal Pound Rate, according to the Value of the Lands and Grounds each Perſon ſhall have allotted to him, her, or them, by virtue of this Act, to be ſettled, adjuſted, and determined, by the ſaid Commiſſioners, or their Succeſſors, or any Three or more of them.

Provided always, and it is hereby further Enacted and Declared, by the Authority aforeſaid, That nothing in this Act contained ſhall prejudice, leſſen, or defeat, the Right, Title, or Intereſt, of the ſaid *Francis* Duke of *Bridgewater*, as Lord of the Manor of *Woodford*, otherwiſe *Halſe Woodford* aforeſaid, with its Members, of, in, and to the Seigniories, Royalties, and Privileges, incident or belonging to the ſaid Manor of *Woodford*, otherwiſe *Halſe Woodford* aforeſaid, with its Members; but that the ſaid *Francis* Duke of *Bridgewater*, and all and every Perſon and Perſons claiming under him as Lord or Lords of the ſaid Manor; and alſo all and every other Perſon or Perſons whatſoever lawfully claiming, or being lawfully intereſted in, any Privileges or Juriſdictions belonging to, or ariſing within, the ſaid Manor; ſhall and may, from time to time, and at all times hereafter, hold and enjoy all Rents, Chief Rents, Quit Rents, Services, and Courts, Perquiſites and Profits of Courts, and all other Royalties and Privileges to the ſaid Manor or Manors, Lordſhip or Lordſhips, or to the Lord or Lords thereof, or to any claiming under him or them, incident, appendant, belonging, or appertaining (other than and except ſuch Common of Paſture, or other Right of Common, as can or may be claimed by, or belong to, him or them reſpectively, in, over, and upon the ſaid common Fields, common Grounds, and Premiſes, ſo directed and appointed to be allotted to the ſaid ſeveral Proprietors, and hereby ordered and directed to be incloſed as aforeſaid) in as full, ample, and beneficial Manner, to all Intents and Purpoſes, as they ought or might have held and enjoyed the ſame before the paſſing this Act, or in caſe the ſame had never been made.

Saving to the KING's moſt Excellent MAJESTY, his Heirs and Succeſſors, and to all and every other Perſon or Perſons, Bodies Politick or Corporate, his, her, and their Heirs, Succeſſors, Executors, and Adminiſtrators; All ſuch Eſtate, Right, Title, and Intereſt (Other than and except thoſe meant and intended to be barred by this Act) which they, every or any of them, had and enjoyed of, in, to, or out of the ſaid common Fields, common Paſtures, common Meadows, common Grounds, Glebe Lands, Lot Grounds, and waſte Grounds, ſo intended and appointed to be incloſed as aforeſaid, before the paſſing this Act, or could or might have held or enjoyed in caſe the ſame had not been made.

An ACT *for Dividing and Incloſeing the common Fields, common Paſtures, common Meadows, common Grounds, and waſte Grounds, in the Manor and Lordſhip of* Woodford, *otherwiſe* Halſe Woodford, *in the County of* Northampton.

K Great Brit. - George II
30
No 32

31 Geo. II. c. 32

An ACT *for Dividing and Incloſing the common, open, and arable Fields, and common Meadows, in the Manor and Pariſh of* Hareby, *in the County of* Lincoln.

WHereas the Lands of the ſeveral Owners and Proprietors in the common, open, and arable Fields, and common Meadows, in the Manor and Pariſh of *Hareby*, in the County of *Lincoln*, called or known by the Names of the *North Field* and the *South Field*, containing in the Whole, by Eſtimation, Four hundred and Fifty-one Acres, or thereabouts, and bounded as follows; that is to ſay, On the Eaſt, by *Bolingbroke* and *Mavis-Enderby* Lordſhips; on the Weſt, by *Aſgarby* Lordſhip; on the North, by *Lusby* Lordſhip; and, on the South, by *Eaſt Kirkby* and *Meningsby* Lordſhips; lie intermixed and diſperſed in ſmall Parcels, and may be greatly improved, if the ſame were incloſed in ſeparate Allotments, to be made to each Perſon intereſted therein: Preamble.

And whereas *Matthew Wyldbore*, Eſquire, is Lord of the ſaid Manor, and is ſeiſed and poſſeſſed of Four hundred and Thirty-one Acres, or thereabouts, of the Lands in the ſaid Fields and Meadows:

And whereas the Reverend *John Mattiſon*, Clerk, is the Rector of the ſaid Pariſh; and, in Right of his Rectory, is intitled to certain Glebe Lands in the ſaid Fields and Meadows, and to all the great and ſmall Tythes ariſing within the ſaid Pariſh; and *Norton Bryan* is the Patron of the ſaid Rectory:

And whereas *Carr Brackenbury*, Eſquire, the Maſter for the Time being of *Bolingbroke School* in the ſaid County, *George Fowler*, *John Harr*, and *Dorothy Veall*, are ſeiſed or poſſeſſed of the Reſidue of the Lands in the ſaid Fields and Meadows:

And whereas all the ſaid Owners and Proprietors of the ſaid Fields and Meadows are deſirous that the ſame may be divided and incloſed; and that ſpecifick Parts and Shares thereof may be allotted to the ſeveral Proprietors thereof, in Severalty, in lieu of, and in proportion to, their reſpective Intereſts therein; and to the Rector of the ſaid Pariſh for the Time being, in lieu of Tythes; in ſuch Manner, and ſubject to ſuch Rules, Orders, and Directions, as are herein mentioned and authorized to be eſtabliſhed concerning the ſame:

But although ſuch Diviſion and Incloſure will tend to the Advantage of the Parties concerned, Yet the ſame cannot be effectually eſtabliſhed without the Authority of Parliament;

May it therefore please Your most Excellent MAJESTY,

That it may be **Enacted**; **And be it Enacted**, by the KING's most Excellent MAJESTY, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That *John Bourn*, of *Dalby*, in the County of *Lincoln*, *Hurton Barker*, of *Sturton Hall*, in the said County, Gentlemen, the Reverend *John Tonge*, of *East Keale*, in the said County, Clerk, *George Gunnis*, of *Bolingbroke*, in the said County, *Richard Southwell*, of *Minting*, in the said County, and *John Landen*, of *Walton*, in the County of *Northampton*, Gentlemen, and their Successors, shall be, and they are hereby, appointed Commissioners for setting out, dividing, allotting, and inclosing, the said common, open, and arable Fields, and common Meadows, in the said Manor and Parish of *Hareby*, called or known by the Names of the *North Field* and the *South Field*, bounded as aforesaid, in the Manner, and according to the Rules and Directions, herein after-mentioned and prescribed.

Commissioners Names.

And it is hereby further Enacted, by the Authority aforesaid, That the said Commissioners, or any Three or more of them, shall, in the First place, assign, allot, and appoint, unto and for the said *John Mattison*, and his Successors, Rectors of the said Parish, One or more Plot or Plots of Land within the said common Fields and Meadows, in lieu of, and as a Compensation for, all Tythes within the same; and which said Plot or Plots, so to be allotted, shall contain together One Eighth Part, Quantity and Quality considered, of all the Tytheable Lands in the said common Fields and Meadows, exclusive of the Glebe Lands belonging to the said Rectory, and no more; and also shall assign, allot, or appoint, unto and for the said *John Mattison*, and his Successors, Rectors of the said Parish, in lieu of the Glebe Lands belonging to the said Rectory, One other Plot of Land within the said common Fields and Meadows, consisting of the same Number of Acres, of the same Quality, as the said Glebe Lands do now consist of, as appears by a Survey, Map, and Field Book, made in the Year One thousand Seven hundred and Fifty-seven by *John Landen*, and now in the Custody of the said *Matthew Wyldbore*, Esquire, or an Equivalent for the same, Quantity and Quality considered, without any Deduction or Abatement whatsoever; and all such Allotments, in lieu of the said Tythes and Glebe Lands, shall be inclosed and fenced at the Expence of the said *Matthew Wyldbore*, or of the Person who shall be Lord of the said Manor at the time such Allotments are made; and such Fences, after the making and completing thereof, shall be for ever maintained and repaired by such Person or Persons, and in such Manner respectively, as the said Commissioners, or any Three or more of them, shall, in the Award or Instrument herein after-mentioned, direct and appoint.

Allotment to Rector in lieu of Glebe and Tythes.

And be it further Enacted, by the Authority aforesaid, That the Allotment or Allotments so to be made, as aforesaid, unto the said *John Mattison*, and his Successors, Rectors of the said Parish, shall, from the time of making thereof, be for ever in lieu of, and Satisfaction, and full Equivalent and Compensation for, all Tythes and Tenths of Corn, Grain, Hay, Lamb, and Wool, and for all other Tythes, Tenths, and Ecclesiastical Dues whatsoever, growing, arising, renewing, and belonging, to the said *John Mattison*, and his Successors, Rectors of the said Parish, within and in respect of the said common Fields and Meadows hereby intended to be divided and inclosed: And that from and after the making of such Allotment or Allotments, as aforesaid, all Right to, and Claim and Demand of, Tythes, Tenths, and Ecclesiastical Dues, in, upon, or for or in respect of, the Lands now comprised in the said Fields and Meadows, shall cease and be for ever extinguished.

And be it further Enacted, by the Authority aforesaid, That a certain Piece of Land containing Three Acres Three Roods and Fourteen Perches, or thereabouts,

Allotment to Carr Brackenbury, Esquire;

abouts, and bounded in manner following; that is to ſay, On the Eaſt, by *Sowdale* Cloſe; on the Weſt, by the Lands of the ſaid *Matthew Wyldbore*; on the North, by *Lusby* Lordſhip; and, on the South, by *Rye* Cloſe, and a Headland now belonging to *Carr Brackenbury*, Eſquire; ſhall be ſet out and allotted by the ſaid Commiſſioners, or any Three or more of them, to and for the ſaid *Carr Brackenbury*, in lieu of, and full Satisfaction for, all his Property and Intereſt in the ſaid Fields and Meadows; and that the Weſt and South Sides of the ſaid Allotment, where they are at preſent open, ſhall be incloſed and fenced, and ſuch new Fences for ever thereafter maintained and kept in Repair at the Expence of the ſaid *Matthew Wyldbore*, Eſquire, and his Heirs and Aſſigns.

And be it further Enacted, by the Authority aforeſaid, That a certain Piece of Land containing Three Acres One Rood and Thirty-eight Perches, or thereabouts, and bounded in manner following; that is to ſay, On the Eaſt, by *Bolingbroke* Lordſhip; on the South, by *Eaſt Kirkby* Lordſhip; and, on the North and Weſt, by the Lands of the ſaid *Matthew Wyldbore*; ſhall be ſet out and allotted by the ſaid Commiſſioners, or any Three or more of them, to and for the preſent Maſter of *Bolingbroke* School aforeſaid, and his Succeſſors, Maſters of the ſaid School, in lieu of, and full Satisfaction for, all his and their Property and Intereſt, in Right of ſuch School, in the ſaid Fields and Meadows; and that the Eaſt Side of the ſaid Allotment ſhall be incloſed and fenced at the Expence of the ſaid Schoolmaſter, and his Succeſſors; and the South Side of the ſaid Allotment ſhall be incloſed and fenced at the Expence of the ſaid *Matthew Wyldbore*, and his Heirs and Aſſigns; and that when ſuch Fences are ſo made, they both ſhall be for ever thereafter maintained and kept in Repair at the Expence of the ſaid Schoolmaſter, and his Succeſſors; and that the preſent Fences on the North and Weſt Sides thereof ſhall be for ever maintained and kept in Repair at the Expence of the ſaid *Matthew Wyldbore*, Eſquire, and his Heirs and Aſſigns. and to the Maſter of Bolingbroke School;

And be it further Enacted, by the Authority aforeſaid, That after the Allotments to the ſaid Rector, and his Succeſſors, in lieu of Glebe and Tythes, and alſo the Allotments to the ſaid *Carr Brackenbury*, and the Schoolmaſter of *Bolingbroke* School, ſhall be made reſpectively as aforeſaid, the Reſidue and Remainder of the Lands in the ſaid common Fields and Meadows ſhall be, by the ſaid Commiſſioners, or any Three or more of them, allotted to the ſaid *Matthew Wyldbore*, Eſquire, *George Fowler*, *John Harr*, and *Dorothy Veall*, in proportion to their reſpective Properties and Intereſts therein, as appears by the ſaid Survey, Map, and Field Book, now in the Poſſeſſion of the ſaid *Matthew Wyldbore*. and to the reſt of the Proprietors.

Provided nevertheleſs, and it is hereby Enacted and Declared, by the Authority aforeſaid, That nothing herein contained ſhall extend, or be conſtrued to extend, to impower the ſaid Commiſſioners, or any of them, to give any undue Preference to any of the Parties intereſted in the ſaid intended Diviſion and Incloſure, in reſpect to their Shares or Allotments; and that the ſaid Commiſſioners, in making ſuch Allotments, ſhall (except only in ſuch Caſes when all the Boundaries of ſuch Allotments are by this Act particularly deſcribed and appointed) have due Regard to the Quality, as well as Quantity, both of the Lands and Grounds, and the Tythes thereof, now belonging to each Proprietor and Perſon intereſted; and the Right of Common, and other Property, of every ſuch Proprietor and Perſon, and the Quality as well as Quantity of the Lands and Grounds ſo to be aſſigned and allotted in lieu thereof. Commiſſioners not to give any undue Preference.

And be it further Enacted, by the Authority aforeſaid, That the ſaid Commiſſioners, or any Three or more of them, ſhall, and they are hereby authorized and required to ſet out, divide, aſcertain, and allot, the ſaid common Fields and Meadows, by Stakes, Metes, or Landmarks, unto and amongſt the ſaid ſeveral Perſons intereſted, in ſuch manner as is herein before directed, and to finiſh and complete ſuch Diviſion and Allotment before the Twenty-fifth Day of *March* One thouſand Seven hundred and Fifty-nine.

For ſetting out publick and private Roads.

And be it further Enacted and Declared, by the Authority aforeſaid, That the ſaid Commiſſioners, or any Three or more of them, ſhall and may aſcertain, ſet out, and appoint, ſuch publick and private Roads and Ways as they ſhall think neceſſary or convenient, in, over, and upon, the Lands and Grounds ſo to be divided and incloſed; and alſo ſhall and may order and direct by whom, and in what manner, ſuch private Roads and Ways ſhall be repaired and kept in Repair; and that it ſhall not be lawful for any Perſon thereafter to uſe any Roads or Ways, either publick or private, over the new Incloſures, other than ſuch Roads and Ways as ſhall be ſo aſcertained, ſet out, and appointed.

Provided always, and be it Enacted, That all ſuch publick Roads ſhall be of the Breadth of Thirty Feet at the leaſt between the Ditches, or other Fences, and ſhall, at all times for ever after the ſame are ſo ſet out, be repaired and kept in Repair by and at the Expence of the Inhabitants of the ſaid Pariſh of *Hareby*, in the ſame manner as any other publick Roads within the ſaid Pariſh are, according to the antient Cuſtom and Uſage of the ſaid Pariſh, repaired and kept in Repair.

And be it further Enacted and Declared, That all the Hedges, Ditches, and Fences, to be made, maintained, and repaired, for incloſing, ſeparating, and dividing, the Allotments of the reſpective Proprietors in the ſaid common Fields and Meadows (except ſuch Fences and Incloſures as are herein before directed to be made, maintained, or repaired, by the ſaid *Matthew Wyldbore*, and the Maſter for the Time being of *Bolingbroke* School) ſhall be made, and at all times thereafter maintained and kept in Repair, by ſuch Perſon or Perſons, and in ſuch Manner, as the ſaid Commiſſioners, or any Three or more of them, ſhall, in the Award or Inſtrument herein after-mentioned, direct and appoint.

Commiſſioners to draw up an Award.

And be it further Enacted, by the Authority aforeſaid, That, as ſoon as conveniently may be, after the ſaid Commiſſioners ſhall have completed and finiſhed the Partitions and Allotments of the ſaid common Fields and Meadows, purſuant to the Directions of this Act, they, or any Three or more of them, ſhall form and draw up an Award or Inſtrument thereof in Writing, which ſhall expreſs the Quantity, in Statute Meaſure, of the Acres, Roods, and Perches, contained in the ſaid common Fields and Meadows, ſo intended to be incloſed as aforeſaid, according to the ſaid Survey, Map, and Field Book, in the Poſſeſſion of the ſaid *Matthew Wyldbore*, and the Quantity of each and every Part and Parcel thereof aſſigned and allotted to each of the Parties, and a Deſcription of the Situation, Buttals, and Boundaries, of ſuch Parcels and Allotments, reſpectively, and proper Orders and Directions concerning the Roads and Ways, and all Hedges, Fences, and Ditches, to be made, laid out, maintained, and repaired, as aforeſaid; and alſo all ſuch Orders, Regulations, and Determinations, as are in or by this Act mentioned, directed, or required, to be eſtabliſhed, made, and given, and ſuch other Orders and Regulations as ſhall be neceſſary or proper, conformable to the true Tenor and Purport of this Act, for the more eaſy, convenient and effectual Execution thereof, and for preventing all Difficulties and Diſputes in relation to the Matters herein contained; which ſaid Award or Inſtrument ſhall be fairly ingroſſed upon Parchment, and ſigned and ſealed by the ſaid Commiſſioners, or any Three or more of them, and ſhall, within Six Calendar Months next after the ſame ſhall be ſo ſigned and ſealed, be inrolled with the Clerk of the Peace for the Diviſion of *Lindſey*, in the ſaid County of *Lincoln*, to the end Recourſe may be had to the ſame by any Perſon or Perſons intereſted in the ſaid Incloſure; and a true Copy thereof, or of any Part thereof, ſhall, from time to time, be admitted and allowed, in all Courts whatſoever, as legal Evidence; and which Copy the Clerk of the Peace, for the Time being, for the ſaid Diviſion, is hereby required to make and deliver to any Perſon or Perſons requeſting the ſame, he, ſhe, or they, paying for ſuch Copy after the Rate of Two Pence for every Seventy-two Words; and the ſeveral Allotments, Partitions, Diviſions, Orders, Directions, Regulations, and Determinations,

tions, ſo made and expreſſed by the ſaid Commiſſioners, or any Three or more of them, in and by ſuch Award or Inſtrument ſo executed and inrolled as aforeſaid, ſhall be, and are hereby declared to be, binding and concluſive unto and upon all and every the ſeveral and reſpective Parties intereſted in, or intitled unto, the ſeveral and reſpective Allotments in the ſaid Fields and Meadows.

Lands to be inclofed within after the Execution of the ſaid Awards.

And it is hereby further Enacted, by the Authority aforeſaid, That when the ſaid common Fields and Meadows ſhall be ſet out, aſcertained, and allotted, by the ſaid Commiſſioners, or any Three or more of them, by ſuch Award or Inſtrument, as is herein before-mentioned, the Parcels of Lands and Grounds ſo allotted and ſet out, reſpectively, ſhall, within Eighteen Calendar Months after the Execution of the ſaid Award or Inſtrument, be incloſed, hedged, ditched, or fenced, and ſuch Hedges, Ditches, and Fences, at all Times thereafter, repaired and maintained at the proper Coſts and Charges of the Perſons reſpectively who by this Act are, or by the ſaid Award or Inſtrument ſhall be, in purſuance of this Act, directed or required to make, repair, and maintain, ſuch Hedges, Ditches, and Fences, reſpectively.

Provided always, and it is hereby further Enacted, by the Authority aforeſaid, That convenient Openings ſhall be left in the ſaid Fences and Incloſures for the Space of Eighteen Calendar Months next enſuing the Execution of the ſaid Award or Inſtrument, for the Paſſage of Cattle, Carts and Carriages, through the ſame, unleſs the ſeveral Parties intereſted therein ſhall agree that the ſame ſhall be ſooner made up and incloſed.

Lands allotted to be in full Satisfaction for all Right of Common.

And it is hereby further Enacted, by the Authority aforeſaid, That the ſeveral Lands and Grounds, ſo to be divided, aſſigned, ſet out, allotted, and appointed, unto and for the ſeveral Proprietors, who, by virtue of this Act, ſhall be intitled to the ſame, ſhall be in full Bar of, and in Satisfaction and Compenſation for, his, her, and their, ſeveral Pieces and Parcels of Ground which they had before the Paſſing of this Act, or immediately before the Execution of the ſaid Award or Inſtrument, in the ſaid common Fields and Meadows; and alſo in full Bar of, and in Satisfaction and Compenſation for, all Right of Common and Feeding whatſoever in, over, and upon, the ſame; and that, from and immediately after the Execution of the ſaid Award or Inſtrument, all the Intereſt and Property, which the ſaid Proprietors had in the ſaid Fields and Meadows before the Paſſing of this Act, or immediately before the Execution of the ſaid Award or Inſtrument, and alſo all Right of Common whatſoever in, over, and upon, the ſaid Fields and Meadows, ſhall ceaſe and determine, and be for ever extinguiſhed.

This Act not to revoke any Will or Settlement.

Provided always, and it is hereby further Enacted, That nothing in this Act contained ſhall revoke, make void, alter, or annul, any Settlement, Deed, Will, or Leaſe whatſoever, or prejudice any Perſon or Perſons having any Right or Claim of Dower, Jointure, Portion, Debt, Rent, Incumbrance, or other Demand out of, upon, or affecting, any of the Lands or Grounds ſo intended to be incloſed and divided as aforeſaid, or any Part or Parcel thereof; but that the Lands and Grounds ſo to be aſſigned and allotted, upon the ſaid Diviſion, to the ſeveral Proprietors, reſpectively, ſhall, immediately after the Execution of the ſaid Award or Inſtrument, be, remain, and enure, and be held and enjoyed, and the ſeveral Proprietors, to whom the ſame ſhall be aſſigned and allotted, ſhall, from thenceforth, ſtand and be ſeiſed and poſſeſſed thereof, reſpectively, ſubject and liable to the ſame Uſes, and for ſuch and the ſame Eſtates and Intereſts, and ſubject to ſuch and the ſame Wills, Leaſes, Powers, Proviſoes, Limitations, Remainders, Truſts, Charges, Rents, Incumbrances, and Demands, as he, ſhe, or they, reſpectively, ſhould and would have ſtood ſeiſed of, and in his, her, or their Lands, Intereſt, or Property, in the ſaid common Fields and Meadows, in caſe this Act had not been made; any thing herein contained to the contrary thereof notwithſtanding.

Commiſſioners to give Notice o.

And be it further Enacted, by the Authority aforeſaid, That the ſaid Commiſſioners, or any Three or more of them, ſhall and they are hereby required to

their First and subsequent Meetings.

give, or cause publick Notice to be given in the Parish Church of *Hareby* aforesaid, upon some *Sunday* immediately after Divine Service, of the Time and Place of the First Meeting of the said Commissioners, for the Execution of the Powers hereby vested in them, at least Five Days before such Meeting; and shall and may, at such First and every other Meeting, appoint such Times and Places for their subsequent Meetings, as to them shall seem meet; always giving the like Notice of Five Days of every such subsequent Meeting; and that no Order or Determination shall be made by the said Commissioners, in Execution of any of the Powers herein contained, unless the Majority of the Commissioners present be consenting thereto, and such Majority do consist of Three or more Commissioners.

For Election of new Commissioners.

And be it further Enacted, by the Authority aforesaid, That when, and so often as, any One or more of the Commissioners appointed by this Act, or who shall have been elected in the manner herein after-mentioned, shall die, or refuse to act, the surviving or remaining Commissioners, or the major Part of them, shall, from time to time, within Two Calendar Months next after such Death or Refusal, by Instrument or Writing under their Hands and Seals, appoint One other Commissioner, not interested in the said intended Inclosure, instead of each Commissioner so dying or refusing to act as aforesaid; and every such Commissioner, so to be appointed, shall have the like Power and Authority to act in the Execution of this Act, as the Commissioner, in whose Place he shall succeed, was vested with.

Provided, That Notice be given in the said Parish Church of the Time and Place for chusing every such Commissioner at least Ten Days before every such Meeting; which said Instrument or Writing shall, within Thirty Days after the Execution thereof, be inrolled with the Clerk of the Peace for the Division of *Lindsey*, in the said County of *Lincoln*; and a true Copy thereof shall be admitted and allowed in all Courts whatsoever as legal Evidence.

Persons to accept their Allotments within

And be it further Enacted, by the Authority aforesaid, That every Person intitled to any Allotment or Allotments, to be made as aforesaid, shall and is hereby required to accept such Allotment and Allotments within the Space of Twelve Calendar Months next after the Execution of the said Award or Instrument, and publick Notice being given in the said Parish Church on a *Sunday* immediately after Divine Service, and Notice in Writing affixed on the Door of the said Parish Church for that Purpose, signed by the said Commissioners, or any Three of them (which Notices the said Commissioners, or any Three or more of them, are hereby required to cause to be so published and given): And in case any Person shall neglect or refuse to accept any such Allotment within the Time before-mentioned, such Person, so neglecting or refusing, shall be totally excluded from having or receiving any Benefit or Advantage by this present Act, and also from any Estate or Interest, or Right of Common whatsoever, of, in, or to, the Lands or Grounds so assigned or allotted to any other Person or Persons by virtue or in pursuance of this Act.

Incapacitated Persons may accept.

Provided also, and it is hereby further Enacted and Declared, by the Authority aforesaid, That the Guardians, Husbands, Trustees, Committees, or Attorneys, of any Person or Persons, being Minors, Lunatics, Ideots, Femes-covert, or beyond the Seas, or otherwise incapable by Law to accept such Allotments, shall be and are hereby enabled and required to accept thereof for the Use of such Person or Persons so incapacitated; and also, that any Person or Persons, intitled to any such Allotment as Tenant or Tenants for Life or Lives, shall be, and is and are hereby, respectively enabled to take and accept of such Allotments; and also, that any Person or Persons, intitled to any such Allotment in Remainder or Expectancy upon any precedent particular Estate, upon Neglect or Refusal of any Tenant or Tenants in Possession, or any Person intitled to such precedent particular Estate, shall be, and is and are respectively hereby enabled to accept of any such Allotment in lieu of, and instead of, any such Tenant or Person so intitled, and neglecting or refusing as aforesaid; and every such Acceptance, respectively,

shall

ſhall be, and is hereby declared to be, as valid and effectual, as if the Perſon or Perſons, to whom ſuch Allotments were made reſpectively, were capable of acting for themſelves, or had not refuſed or neglected as aforeſaid; any thing herein contained to the contrary notwithſtanding.

Provided alſo, That the Non-claim or Non-acceptance of any Guardian, Huſband, Truſtee, Committee, or Attorney, ſhall not exclude or prejudice the Claim or Acceptance, of any Infant, Lunatic, Ideot, Feme-covert, or any other Perſon under ſuch Diſability or Incapacity as aforeſaid, who ſhall claim or accept within Twelve Calendar Months after ſuch Diſability or Incapacity ſhall be removed, or of any Perſon or Perſons intitled as Heir, or in Remainder, after the Death of any Perſon dying under ſuch Diſability or Incapacity, who ſhall claim or accept within Twelve Calendar Months after his, her, or their Right, Title, or Intereſt, ſhall have deſcended, veſted, or accrued.

And it is further Enacted, by the Authority aforeſaid, That nothing in this Act contained ſhall prejudice, leſſen, or defeat, the Right, Title, or Intereſt, of the ſaid *Matthew Wyldbore*, as Lord of the ſaid Manor of *Hareby*, or of any future Lord or Lords of the ſaid Manor, of, in, or to, the Seignory, Royalties, Rights, and Services, incident and belonging to the ſaid Manor; but that ſuch Lord or Lords, for the Time being, and all Perſons claiming, and to claim, under, or in Truſt for, him or them, as Lord or Lords of the ſaid Manor, ſhall and may, from time to time, and at all times for ever hereafter, hold and enjoy all Rents, Services, Rights, Royalties, Courts, Perquiſites and Profits of Courts, and all other Royalties, Privileges, and Juriſdictions, to the ſaid Manor, or to the Lord or Lords thereof, or to any claiming under him or them, incident, appendant, belonging, or appertaining, in as full, ample, and beneficial Manner, to all Intents and Purpoſes, as he or they ought or might have held and enjoyed the ſame before the Paſſing of this Act, or in caſe the ſame had never been made. Saving the Right of the Lord of the Manor.

Saving always to the KING's moſt Excellent MAJESTY, his Heirs and Succeſſors, and to all and every other Perſon or Perſons, Bodies Politic or Corporate, his, her, and their Heirs, Succeſſors, Executors, and Adminiſtrators (Other than and except the ſeveral Perſons intereſted in, or intitled to, any of the Lands in the ſaid common Fields and Meadows ſo intended to be incloſed, and to any Right of Common therein, or Tythes or Eccleſiaſtical Dues, as aforeſaid, for the Time being), All ſuch Eſtate, Right, Title, and Intereſt, as they, every, or any of them, had and enjoyed, of, in, to, or in reſpect of, the ſaid common Fields and Meadows, before the Paſſing of this Act, or could or might have had or enjoyed in caſe the ſame had not been made; but no ſuch other Perſon or Perſons, Bodies Politic or Corporate, his, her, or their Heirs, Executors, Adminiſtrators, or Succeſſors, ſhall have Power to defeat the End and Deſign of this Act, by avoiding, impeaching, or in any-wiſe diſturbing, any of the ſeveral Diviſions, Allotments, or Appointments, of Lands and Grounds, to be made in purſuance of this Act; but that he, ſhe, and they, ſhall be ſo far bound by this Act, as to accept the ſeveral Allotments and Appointments which ſhall be allotted and aſſigned by virtue of this Act, in lieu of all ſuch Lands, Grounds, common Rights, Tythes, and Dues, as he, ſhe, or they, would have been intitled to, in caſe this Act had not been made; and all and every ſuch other Perſon and Perſons, Bodies Politic and Corporate, his, her, and their Heirs, Executors, Adminiſtrators, and Succeſſors, ſhall be intitled to recover ſuch Allotments or Appointments, and no other, as fully as he, ſhe, or they, would have been intitled to have recovered the Intereſt and Property in lieu of which ſuch Allotments and Appointments ſhall have been aſſigned and allotted, as aforeſaid. General Saving.

An ACT *for Dividing and Incloſing the common, open, and arable Fields, and common Meadows, in the Manor and Pariſh of* Hareby, *in the County of* Lincoln.

RH
k Great Brit. George II
No 33
31 Geo. II. c. 33.

AN

ACT

FOR

Dividing and Incloſing the Open and Common Fields, Common Meadows, Common Ground and Waſte Ground, in the Manor and Pariſh of HELMDON, *in the County of* NORTHAMPTON.

Quality men defined

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WHEREAS there are ſeveral common and open Fields, Meadows, and Waſte Grounds, ſituate, lying, and being within the Manor and Pariſh of *Helmdon*, in the County of *Northampton*, called or known by the ſeveral Names of the *Eaſt-Field*, *North-Field*, otherwiſe *Middle-Field*, and *South-Field*, which conſiſt of ſeventy Yard Lands, or thereabouts: And alſo of a common Piece or Parcel of Paſture or Graſs Ground, commonly called or known by the Name of *Garteridge*, and ſeveral other common Pieces or Parcels of Paſture, Meadow, or Graſs Ground; and which, with the ſaid ſeventy Yard Lands, contain in the whole, by Computation, one thouſand five hundred and fifty Acres, or thereabouts. And the Owners and Proprietors of Lands and Grounds in the ſaid open and common Fields, and alſo the Owners of certain Cottages in the ſaid Pariſh, in Reſpect of ſuch their Lands, and Grounds, and Cottages, have had and enjoyed, for Time immemorial, a Right of Common for their Cattle at certain ſtated Times in the Year, in, over, and upon the ſaid common Fields and common Meadows, common Pieces and Waſte Grounds, within the ſaid Manor and Pariſh of *Helmdon*. Preamble.

AND WHEREAS the Provoſt, Fellows, and Scholars of *Worceſter* College, in the Univerſity of *Oxford*, are Lords of the Manor of *Helmdon* aforeſaid, and are ſeized of or intituled unto eight Yard Lands, lying, and being within the ſaid open and common Fields; and the Preſident and Scholars of *Corpus-Chriſti* College, in the The Provoſt, Fellows and Scholars of Worceſter College, Lords of the Manor.

ſaid Univerſity of *Oxford*, are intituled to and have the perpetual Advowſon and Right of Preſentation to the Rectory of the Pariſh Church of *Helmdon* aforeſaid, and *John Samwell*, Clerk, is Rector of the Pariſh Church of *Helmdon* aforeſaid; and, in Right of his ſaid Church, is ſeized of certain Glebe-Lands, lying in the ſaid common Fields, and alſo of all the Tythes and Eccleſiaſtical Dues, ariſing and renewing, within the ſaid Pariſh of *Helmdon*: And the Preſident and Scholars of *Saint Mary Magdalen* College, in the ſaid Univerſity of *Oxford*, or their reſpective Leſſees, together with *Edward Emily*, Gentleman, *Edward Harriot*, Clerk, *John Fairbrother*, *Richard Fairbrother*, *Richard Shortland*, *John Adkins*, *William Thomas*, the Churchwardens and Overſeers of the Poor of the Pariſh of *Sulgrave*, in the ſaid County of *Northampton*, as Truſtees, for the Time being, for the Poor of the ſaid Pariſh of *Sulgrave*; the Vicar and Churchwardens of the Pariſh Church of *All-Saints*, in the Town of *Northampton*, *Paul Agutter* the Elder, and *Charles Stratford*, Gentlemen, as Truſtees, for the Time being, for the Poor of the Pariſh of *All-Saints* aforeſaid, and divers other Perſons, are ſeized and poſſeſſed of the remaining Part of the Lands and Grounds lying in the common Fields aforeſaid.

John Samwell Rector.

AND WHEREAS the ſeveral Lands and Grounds of the ſaid Freeholders, Land Owners, and Proprietors, in the ſaid open and common Fields of *Helmdon* aforeſaid, do lie intermixed and diſperſed in ſmall Parcels, in and over the ſaid common Fields, and are moſt of them inconveniently ſituated with Reſpect to their ſeveral Houſes in *Helmdon* aforeſaid, and, by Reaſon thereof, a ſufficient Quantity of Manure and Compoſt cannot, without great Difficulty and Expence, be conveyed to the ſame, nor frequent Treſpaſſes and Diſputes among the ſeveral Proprietors be prevented; which, by Experience, has been found to be very detrimental and inconvenient to the Occupiers thereof; and ſo long as the ſaid common Fields lie open, commonable, and unincloſed, they are incapable of Improvement.

Proprietors deſirous of Incloſing.

AND WHEREAS the ſaid ſeveral Owners and Proprietors of Lands and Grounds, in the ſaid open and common Fields of *Helmdon* aforeſaid, are deſirous that the ſaid common Fields, common Paſtures, common Meadows, common Pieces, common Ground, and Waſte Ground, may be divided and incloſed; and that ſpecific Parts and Shares thereof may be aſſigned to each Proprietor, according to their reſpective Properties and Intereſts therein, in ſuch Manner, and ſubject to ſuch Rules, Directions, and Proviſo's, as are herein-after inſerted, provided, and declared concerning the ſame.

BUT ALTHOUGH the ſaid Diviſion and Incloſure will tend greatly to the Advantage of the Parties concerned, and be an Improvement of their ſeveral and reſpective Properties in the ſaid Pariſh

Pariſh and common Fields of *Helmdon* aforeſaid, yet the ſame cannot effectually be eſtabliſhed without the Aid and Authority of Parliament.

MAY IT THEREFORE PLEASE YOUR MAJESTY, That it may be ENACTED; AND BE IT ENACTED BY THE KING'S MOST EXCELLENT MAJESTY, by and with the Advice and Conſent of the Lords Spiritual and Temporal, and Commons, in this preſent Parliament aſſembled, and by the Authority of the ſame, that *William Bradley* of *Lower Heyford*, in the County of *Oxford*, Clerk; *Francis Burton*, of *Aynho*, in the County of *Northampton*, *Thomas Baſeley*, of *Pryors Marſton*, in the County of *Warwick*; *Job Baſeley*, of *Pryors Marſton* aforeſaid, and *John Deely*, of *Launton*, in the County of *Oxford*, Gentlemen, ſhall be, and they are hereby nominated and appointed Commiſſioners for Dividing and Incloſing the ſaid common Fields, common Paſtures, common Meadows, common Pieces, common Ground, and Waſte Ground, ſituate, lying, and being in the ſaid Manor and Pariſh of *Helmdon*, and for putting this Act in Execution. Commiſſioners Names.

AND for the more juſt and regular Diviſion and Diſtribution of the Lands and Grounds, ſo to be divided as aforeſaid, and for the better aſcertaining the ſame, IT IS HEREBY FURTHER ENACTED AND DECLARED by the Authority aforeſaid, That a Survey ſhall be made of the ſaid common Fields, common Paſtures, common Meadows, common Pieces, common Grounds, and Waſte Ground, ſo intended to be incloſed as aforeſaid, by *John Collis*, of *Harpole*, in the County of *Northampton*; *James Collingridge*, of *Brackley*, in the ſame County, and *Richard Lidington*, of *Silverſton*, in the ſame County, Land Surveyors. And ſuch Survey and Admeaſurement ſhall be reduced into Writing; and the Number of Acres, Roods and Perches, belonging to each Proprietor, ſhall be therein aſcertained, deſcribed, ſpecified, and ſet forth; and the ſaid Survey ſhall be laid before the ſaid Commiſſioners, or their Succeſſors, or any Three or more of them, on or before the firſt Day of *Auguſt*, 1758. And that the yearly Value *per* Acre of the ſaid Lands and Grounds, comprized and deſcribed in the ſaid Survey, ſhall be ſettled, ſpecified, and aſcertained by *William Gibbins*, of *Adſton*, in the County of *Northampton*, *John Watts*, of *Sulgrave*, in the ſame County, and *John Hanwell*, of *Mixbury*, in the County of *Oxford*, Gentlemen, who are herein-after called, mentioned, and deſcribed by the Name or under the Denomination of Quality-Men for that Purpoſe: And which ſaid Valuation *per* Acre ſhall be ſignified, expreſſed and declared by the ſaid Quality-Men, or any two of them, by Writing under their Hands, to be delivered to the ſaid Commiſſioners, on or before the firſt Day of *September*, 1758. And if any Doubts or Diſputes ſhall ariſe between the ſaid Quality-Men, concerning any of the Lands and Grounds, ſo intend- Survey to be made.

Quality men, defined

intended to be incloſed as aforeſaid, the ſame ſhall be ſettled, adjuſted, and determined by the ſaid Commiſſioners or their Succeſſors, or any three or more of them.

Authority to Commiſſioners to allot.

AND IT IS HEREBY FURTHER ENACTED BY THE AUTHORITY AFORESAID, That the ſaid Commiſſioners or their Succeſſors, or any three or more of them, ſhall have full Power and Authority, and they are hereby authorized and required, at any Time or Times after the ſaid Survey ſhall have been made and laid before them as aforeſaid, but before the Twelfth Day of *November*, 1758, to divide, ſet out, aſcertain, and allot the ſaid common Fields, common Paſtures, common Meadows, common Pieces, common Grounds, and Waſte Ground, unto and amongſt the ſeveral Perſons intituled to and intereſted in the ſame, as near and as conveniently as may be to their ſeveral Dwellings, and in Proportion to their ſeveral and reſpective Shares and Intereſt, and Right of Common, and other Properties, in and over the ſaid common Fields, common Paſtures, common Meadows, common Pieces, common Grounds, and Waſte Ground, in the Fields and Pariſh of *Helmdon* aforeſaid, or any Part or Parts thereof, ſubject nevertheleſs to the Rules, Orders and Directions herein-after contained.

Commiſſioners not to give undue Preference.

PROVIDED NEVERTHELESS, AND IT IS HEREBY ENACTED AND DECLARED, That nothing herein contained ſhall extend, or be conſtrued to extend, to authorize or impower the ſaid Commiſſioners or their Succeſſors, or any of them, to give any undue Preference to any of the Parties intereſted and concerned in the ſaid intended Diviſion and Incloſure, in Reſpect to their reſpective Allotments and Shares in the ſaid common Fields, common Paſtures, common Meadows, common Pieces, common Grounds, and Waſte Ground; but that the ſaid Commiſſioners or their Succeſſors, in making their Allotments, ſhall have due Regard to the Quantity, Value, Situation and Convenience, as well as Quantity both of Lands and Grounds, now belonging to each Proprietor, and of the Lands and Grounds ſo to be allotted in Lieu thereof, in Purſuance of this Act.

Commiſſioners to determine Diſputes.

PROVIDED ALSO, AND IT IS HEREBY FURTHER ENACTED, That if any Difference or Diſpute ſhall ariſe between the ſaid Parties, intereſted in the ſaid intended Diviſion and Incloſure, or any of them, touching or concerning their reſpective Shares, Rights and Intereſts, which they, or any of them, now have or claim to have, in the ſaid common Fields, common Paſtures, common Meadows, common Pieces, common Grounds, and Waſte Ground, ſo intended to be incloſed as aforeſaid, or touching the reſpective Shares and Proportions, which they, or any of them, ought to have, of and in the ſaid intended Diviſion and Incloſure, it ſhall and may be lawful to and for the ſaid Commiſſioners and their

their Succeſſors, or any three or more of them, and they are hereby required, by Examination of Witneſſes upon Oath (which Oath the ſaid Commiſſioners, or any three or more of them, are hereby authorized and impowered to adminiſter) and upon other proper and ſufficient Enquiry, Evidence, and Satisfaction, to hear and finally determine the ſame.

Commiſſioners to allot Land for Cottage Commons.

AND IT IS HEREBY FURTHER ENACTED AND DECLARED, That the ſaid Commiſſioners and their Succeſſors, or any three or more of them ſhall and may, and they are hereby authorized and required to aſſign, allot, lay out and appoint unto, and for the ſeveral Perſons who are Owners of Cottages, or Cottage-Commons within the ſaid Fields and Pariſh of *Helmdon* aforeſaid, and who in reſpect of ſuch Cottages have certain Right of Common in the ſaid common Fields, common Paſtures, common Meadows, common Pieces, common Ground and Waſte Ground ſo intended to be incloſed as aforeſaid, ſo much and ſuch Parcels and Quantities of Land, Part of the ſaid common Land, Part of the ſaid common Fields, common Paſtures, common Meadows, common Pieces, common Ground and Waſte Ground, as the ſaid Commiſſioners or their Succeſſors, or any three or more of them ſhall adjudge and determine to be a full Recompence and Compenſation for ſuch their reſpective Right of Common as aforeſaid.

Coppices allotted to Worceſter College.

AND WHEREAS, The ſaid Provoſt, Fellows and Scholars of *Worceſter* College are the Proprietors of a Part of the Wood or Wood Land Ground lying in the common and open Fields of *Helmdon* aforeſaid, commonly called *Allithorn* Wood; which Part of Wood or Wood Land is now, and has for ſome Time paſt, been in two Coppices, and called *Worceſter College Coppices*; and a Piece of Ground lying between the Weſt End of the ſaid Coppices and *Sulgrave-Field*: The ſaid Coppices and Piece of Ground being Part and Parcel of the Yard Lands of them the ſaid Provoſt, Fellows and Scholars, lying in the common Fields of *Helmdon*. IT IS HEREBY ENACTED AND DECLARED that the ſaid Commiſſioners and their Succeſſors, or any three or more of them ſhall and may, and they are hereby authorized and required to aſſign, allot and appoint unto, and for the ſaid Provoſt, Fellows and Scholars and their Succeſſors (as a Part of the Lands and Grounds to be allotted to them by Virtue of this Act) all the ſaid two Coppices and Piece of Ground at the Weſt End thereof.

Allotment in Lieu of Glebe Land.

AND IT IS HEREBY FURTHER ENACTED, That the ſaid Commiſſioners or their Succeſſors, or any three or more of them, ſhall and may allot and appoint unto, and for the ſaid *John Samwell* and his Succeſſors, Rectors of the Pariſh Church of *Helmdon* aforeſaid, ſuch Parcel or Quantity of Land or Ground, lying in one or more Plot or Plots, being Part of the ſaid common Fields and common Grounds ſo intended to be incloſed, and ſituated as near to, and

as conveniently for the Parſonage Houſe in *Helmdon* aforeſaid, as may be, as in the Judgment of the Commiſſioners, making ſuch Allotment, ſhall be a full Equivalent and Compenſation, Quantity and Quality conſidered for all the Glebe Land of the ſaid *John Samwell*, lying, and being in the ſaid common Fields and common Grounds ſo to be incloſed.

Allotments appointed in Lieu of Tythes of antient Incloſures.

AND WHEREAS, There are ſeveral antient Meſſuages, Cottages or Tenements, Orchards and antient Incloſures or incloſed Lands, ſituate and being within the Pariſh of *Helmdon* aforeſaid, which belong to, and are the Property of ſeveral of the Perſons intitled to Lands, Grounds and Cottage Commons within the ſaid common Fields, and common Grounds ſo intended to be incloſed as aforeſaid, and which ſaid antient Meſſuages, Cottages, Tenements, Orchards, Gardens and Incloſures are reſpectively ſubject and liable to the Payment of Tythes to the Rector of the Pariſh Church of *Helmdon* aforeſaid. AND WHEREAS the Owners of the ſaid antient Meſſuages, Cottages, Tenements, Orchards, Gardens and Incloſures have, for ſeveral Years laſt paſt, paid to the ſaid Rector for the Time being, ſeveral yearly Sums of Money for, or in lieu or Reſpect of the ſaid Tythes amounting together to ſeven Pounds *per Annum*, or thereabouts. IT IS THEREFORE HEREBY FURTHER ENACTED BY THE AUTHORITY AFORESAID, That the ſaid Commiſſioners or their Succeſſors, or any three or more of them ſhall and may, and they are hereby authorized and required to aſſign, allot, and appoint unto, and for the ſaid *John Samwell*, and his Succeſſors, Rectors of the Pariſh Church of *Helmdon* aforeſaid, out of the Lands and Grounds, ſo intended to be incloſed as aforeſaid, which by Virtue and in Purſuance of this Act, ſhall be allotted to the Owners and Proprietors of the ſaid antient Meſſuages, Cottages or Tenements, Orchards, Gardens and antient Incloſures, ſuch Parcel or Quantity of Land, as ſhall immediately after the making and ſigning the Award and Inſtrument herein after mentioned, in the Judgment of the ſaid Commiſſioners be of the full yearly Value of ſeven Pounds, and ſhall and may aſſign, and allot, the Reſidue and Remainder of the Lands and Grounds, which ſhall be allotted to, and for the ſaid Owners and Proprietors of the ſaid antient Meſſuages, Cottages, Tenements, Orchards, Gardens and Incloſures as aforeſaid, unto, and for the ſaid Owners and Proprietors reſpectively, in Proportion to the Quantity and Value of their Lands and Grounds, and common Right in the ſaid common Fields, common Grounds and Waſte Ground ſo to be incloſed.

Tythes of antient Meſſuages, &c. extinguiſhed.

AND IT IS HEREBY FURTHER ENACTED, That after ſuch Allotments ſhall reſpectively be made as aforeſaid, all Tythes and Payments for, or in the Name of Tythes ariſing, renewing, or payable for, out, or in Reſpect of the ſaid antient Meſſuages, Cottages, Tenements, Orchards, Gardens and antient Incloſures reſpectively, ſhall ceaſe, determine and be extinguiſhed.

AND

AND IT IS HEREBY FURTHER ENACTED, That ſuch Lands and Grounds, as ſhall in Purſuance hereof, be allotted to and for the ſaid *John Samwell* and his Succeſſors, for or in Lieu of ſuch Tythes as herein laſt before mentioned, ſhall be laid in one Plot contiguous and adjoining to the ſaid Plot or Plots of Ground, ſo to be allotted to the ſaid *John Samwell* and his Succeſſors, in Lieu of Glebe Land as aforeſaid.

Annuity in Lieu of Tythes of the common Fields.

AND IT IS HEREBY FURTHER ENACTED BY THE AUTHORITY AFORESAID, That one annual Rent, or yearly Sum of One hundred and ſixty Pounds of lawful Money of *Great-Britain*, free and clear of, and from all Deductions, for, or in Reſpect of any preſent or future Taxes, Aſſeſſments or Impoſitions whatſoever, (other, than the Tax charged upon Land by Authority of Parliament, in ſuch, and the ſame Proportion as the Tythes of the common Fields of *Helmdon* aforeſaid, and the Lands of other Proprietors now are, and ſhall from Time to Time be charged, taxed or aſſeſſed) ſhall from, and after the 29th Day of *September* 1759 be veſted in, and the ſame is hereby veſted in the ſaid *John Samwell* and his Succeſſors, Rectors of the Pariſh Church of *Helmdon* aforeſaid, for ever; and the ſaid annual Rent, or yearly Sum of One hundred and ſixty Pounds ſhall be iſſuing and payable out of, and charged upon all the Lands and Grounds, ſituate, lying and being in the ſaid common Fields hereby intended to be incloſed, (other than and except the ſaid Plots or Parcels of Land, which ſhall be allotted to the ſaid *John Samwell* and his Succeſſors, in Lieu of Glebe Land and Tythes of antient Meſſuages, Cottages or Tenements, antient Incloſures or incloſed Lands as aforeſaid) and ſhall be payable, and paid, and contributed by the ſeveral Proprietors of the ſaid Lands and Grounds, chargeable therewith as aforeſaid, for the Time being, for ever, in Proportion to the Quantity or yearly Value of the Lands and Grounds of, and belonging to each ſuch Proprietor reſpectively, and to be ſettled, ſpecified and aſcertained by the ſaid Commiſſioners or their Succeſſors, or any three or more of them.

Time of paying the Rectors Annuity.

AND IT IS HEREBY FURTHER ENACTED, That the ſeveral yearly Sums, ſo to be paid and contributed towards making up the ſaid yearly Sum of One hundred and ſixty Pounds ſhall be paid by the Owners and Proprietors of the ſaid Lands and Grounds, chargeable therewith reſpectively, free from all Deductions whatſoever (except as aforeſaid) to the ſaid *John Samwell* and his Succeſſors, Rectors of the Pariſh Church of *Helmdon* aforeſaid, upon the twenty-firſt Dey of *December*: the twenty-fifth Day of *March*, the twenty-fourth Day of *June*, and the twenty-ninth Day of *September*, by equal Portions in every Year for ever; the firſt Payment thereof to begin and be made on the 21ſt Day of *Decembrr* which will be in the Year of our Lord 1759, and for

for the due and regular Payment of the ſaid yearly Sum of One hundred and ſixty Pounds to the ſaid *John Samwell* and his Succeſſors reſpectively for the Time being, Rectors of the Pariſh Church of *Helmdon* aforeſaid. BE IT FURTHER ENACTED BY THE AUTHORITY AFORESAID, That it ſhall and may be lawful to, and for the Freeholders, and Owners of Lands and Hereditaments, lying and being in the ſaid common Fields of *Helmdon* aforeſaid, hereby intended to be incloſed, to meet together on the 29th Day of *September* in every Year, at, or in the Pariſh Church of *Helmdon* aforeſaid, and the ſaid Freeholders and Land Owners ſo aſſembled, or the major Part of them, are hereby authorized and required, at any ſuch Meeting, to nominate and appoint two Perſons, Inhabitants of the Pariſh of *Helmdon* aforeſaid, to be Collectors of the ſeveral Rents or yearly Sums, ſo to be paid and contributed towards making up and conſtituting the ſaid yearly Rent or Sum of One hundred and ſixty Pounds to the ſaid *John Samwell* and his Succeſſors, Rectors of the ſaid Pariſh Church of *Helmdon* aforeſaid, and to pay the ſaid yearly Sum, ſo to be collected and made up, unto the ſaid *John Samwell* and his Succeſſors, at the ſeveral Days herein before appointed for Payment thereof reſpectively, at, or in the Parſonage Houſe in *Helmdon* aforeſaid.

Freeholders to meet and appoint Collectors.

AND IT IS HEREBY FURTHER ENACTED AND DECLARED, That in Caſe any of the ſaid yearly Rents or Sums, ſo to be paid and contributed as aforeſaid, or any Part thereof reſpectively, ſhall be behind or unpaid by the Space of twenty-eight Days next after any of the ſaid Days herein before appointed for Payment thereof, then, and in ſuch Caſe, and from Time to Time, as often as it ſhall ſo happen, it ſhall and may be lawful to and for the Collector or Collectors ſo to be appointed by Virtue of this Act into and upon ſuch ſpecific Part and Parts of the ſaid Premiſſes, ſo charged with that Share or Proportion of the ſaid annual Rent, or yearly Sum of One Hundred and Sixty Pounds, which ſhall be ſo behind and unpaid, or into, and upon any Part thereof, to enter and diſtrain, and the Diſtreſs and Diſtreſſes then and there found, to take, carry away, and impound, or otherwiſe diſpoſe of according to law; and in Caſe the ſame be not redeemed in five Days by Payment of ſuch Parts and Proportions of the ſaid annual Rent or yearly Sum, which ſhall be ſo in Arrear and unpaid, together with the Charges of ſuch Diſtreſs, then to ſell the ſaid Diſtreſs ſo taken, and out of the Money ariſing by ſuch Sale, to retain all the Arrears of ſuch the ſaid Parts and Proportions of the ſaid annual Rent or yearly Sum, which ſhall be then due, and the Charges of the ſaid Diſtreſs rendering the Overplus (if any) to the Owner; and alſo, that in Caſe the ſaid annual Rent or yearly Sum of One Hundred and Sixty Pounds, or any Part thereof, ſhall be behind or unpaid by the Space of Twenty-eight Days as aforeſaid, after any of the Days before-mentioned, or appointed for the Payment thereof,

Power of Diſtreſs or Entry.

thereof, then and ſo often from Time to Time, as it ſhall ſo happen, it ſhall and may be lawful to and for the Perſon or Perſons intitled to the ſaid Annual Rent or Sum as ſhall be ſo behind and unpaid, to enter into and upon ſuch Part and Parts of the Premiſſes hereby charged with, and liable to pay that Share and Proportion of the ſaid annual Rent or yearly Sum of One Hundred and Sixty Pounds which ſhall be ſo in Arrear, and unpaid, and to receive and take the Rents, Iſſues, and Profits thereof, to his and their own Uſe and Benefit, until, thereby, or therewith, or otherwiſe, all Arrears of ſuch Part and Proportion of the ſaid annual Rent, or yearly Sum of One Hundred and Sixty Pounds, which ſhall be then grown due, or that during ſuch Poſſeſſions ſhall grow due; and all Coſt and Charges attending ſuch Entry and Perception of the Rents and Profits aforeſaid, and all Damages ſuſtained and incurred by Reaſon of the Non-payment thereof, ſhall be fully ſatisfied and paid.

Lands alloted to the Rector to be in Lieu of Glebe and Tythes of antient Incloſures.

AND IT IS HEREBY FURTHER ENACTED AND DECLARED, That the ſaid ſeveral Plots and Parcels of Lands and Grounds, which ſhall be ſo aſſigned, laid out and allotted to and for the ſaid *John Samwell* and his Succeſſors, Rectors of the ſaid Pariſh Church of *Helmdon*, in Purſuance of this Act, ſhall be as well in Lieu and full Satisfaction and Compenſation of, and for all the Glebe Lands of, and belonging to the ſaid *John Samwell* and his Succeſſors, Rectors as aforeſaid; as alſo in Lieu and full Satisfaction and Compenſation of, and for all and all Manner of Tythes, of what Nature or Kind ſoever, due and payable to the ſaid *John Samwell* and his Succeſſors, Rectors as aforeſaid, for out or in Reſpect of the ſaid antient Meſſuages, Cottages or Tenements, Orchards, Gardens and antient Incloſures or incloſed Lands, ſo to be diſcharged of, and from the Payment of ſuch Tythes as aforeſaid, and that the ſaid annual Rent or yearly Sum of One Hundred and Sixty Pounds, hereby limited to, and veſted in the ſaid *John Samwell* and his Succeſſors, Rectors of the Pariſh Church of *Helmdon* aforeſaid, is ſo limited to, and veſted in him and them reſpectively, in Lieu of, and as an Equivalent and full Satisfaction and Compenſation of, and for all the Tythes of Corn, Grain and Hay, and all other Tythes whatſoever, due and payable to the ſaid *John Samwell* and his Succeſſors, Rectors as aforeſaid, for out or in Reſpect of any Lands or Grounds in the ſaid common Fields, common Paſtures, common Meadows, common Pieces, common Ground and Waſte Ground, hereby intended to be incloſed as aforeſaid.

Annuity of 160l. to the Rector, to be in Lieu of Tythes of the Fields.

Not to affect the Right of the Rector to Tythes out of Helmdon Stockings, and other antient Incloſures.

PROVIDED ALWAYS, That nothing in this Act contained, ſhall prejudice, leſſen or defeat the Right or Title of the ſaid *John Samwell* or his Succeſſors, Rectors of the Pariſh Church of *Helmdon* aforeſaid, of, in, or to any Tythes or other Dues ariſing within, or payable in Reſpect of certain antient Incloſures, or incloſed Lands and Grounds, lying in the Pariſh of *Helmdon* aforeſaid, commonly call-

ed *Helmdon Stockings*, otherwiſe *Mores Stockings*, or any other Meſſuages, Cottages, Cloſes, Lands, Tenements or Hereditaments, in the Pariſh of *Helmdon* aforeſaid, the Owners or Proprietors whereof, have no Lands, Grounds, common Right, or Intereſt in the ſaid common Fields, common Paſtures, common Meadows, common Pieces, common Ground and Waſte Ground, ſo intended to be incloſed as aforeſaid; nor ſhall any Thing herein contained, prejudice, leſſen or defeat the Right of the ſaid Rector and his Succeſſors, to all or any the Oblations, Mortuaries, *Eaſter* Offerings or Surplice Fees whatſoever, ariſing within the Pariſh of *Helmdon* aforeſaid, but that the ſame and every of them ſhall remain due and payable to the ſaid Rector and his Succeſſors, in the ſame Manner as before the paſſing of this preſent Act.

Nor the Rector to his Surplice Fees.

Cuſtom of keeping a Bull and Boar aboliſhed.

AND IT IS HEREBY FURTHER ENACTED, That the antient Cuſtom or Uſage of providing and keeping a Bull and Boar, by the Rector of the Pariſh Church of *Helmdon* aforeſaid, for the Time being, for the Uſe of the Inhabitants of *Helmdon* aforeſaid, ſhall from henceforth be and the ſame is hereby aboliſhed.

Commiſſioners to ſet out Roads.

AND IT IS HEREBY FURTHER DECLARED AND ENACTED, That the ſaid Commiſſioners and their Succeſſors, or any three or more of them ſhall and may, and they are hereby authorized and required to aſcertain, ſet out, and appoint, both public and private Roads and Ways, through the new Incloſures, and Allotments to be made as aforeſaid, with the Aſſizes and Breadths thereof; ſo that all ſuch public Roads and Highways, ſhall be and remain forty Feet broad, at the leaſt between the Ditches, except Bridle or Footways (in Caſe any ſuch ſhall by the ſaid Commiſſioners be ſet out) and that the ſaid public Roads and Ways ſhall, at all Times for ever thereafter, be repaired, and kept in Repair by ſuch Perſon and Perſons, and in ſuch Manner as the ſaid Commiſſioners and their Succeſſors, or any three or more of them, ſhall by any Writing or Writings, under their Hands and Seals in that Behalf, award, order, direct or appoint, and that it ſhall not be lawful for any Perſon or Perſons, after the making ſuch Roads and Ways, to uſe any Roads or Ways, either public or private, over the ſaid new Incloſures, other than ſuch Roads and Ways as ſhall be aſcertained, ſet out and appointed as aforeſaid.

Graſs on the Roads.

AND IT IS HEREBY FURTHER ENACTED AND DECLARED, That from and after ſuch intended Diviſion and Incloſure ſhall be made as aforeſaid, all the Graſs and Herbage growing and renewing on any of the Roads and Ways, ſo to be aſcertained, ſet out and appointed as aforeſaid, ſhall at all Times thereafter be and remain to, and for the Uſe, Benefit and Advantage of ſuch Perſon or Perſons, as the ſaid Commiſſioners or their Succeſſors, or any three or more of them, ſhall, by any Writing or Writings, under their Hands and Seals in that Behalf, award, order, direct or appoint.

AND

AND IT IS HEREBY FURTHER ENACTED AND DECLARED, That the ſaid Plots or Parcels of Land or Ground, ſo to be ſet out and allotted, to and for the ſaid *John Samwell* and his Succeſſors, Rectors as aforeſaid, ſhall be incloſed round with Ditches and Quickſet Hedges, in ſuch Manner as the ſaid Commiſſioners or their Succeſſors, or any three or more of them, ſhall award, order, or direct: And that ſuch Parts of the ſaid Ditches and Hedges, as the ſaid Commiſſioners or their Succeſſors, or any three or more of them, ſhall allot or appoint to belong to the ſaid Plots or Parcels of Land or Ground, ſhall be made, and properly mounded and preſerved during the Term of ten Years, by and at the Expence of the ſeveral Owners and Proprietors of Lands and Grounds, ſo intended to be incloſed as aforeſaid, by an equal Pound Rate, according to the Number and Value of Acres each Perſon ſhall have allotted to him, her, or them, by Virtue of this Act (other than the ſaid *John Samwell* and his Succeſſors, and the ſaid Preſident and Scholars of *Saint Mary Magdalen* College and their Succeſſors) to be ſettled, adjuſted and determined by the ſaid Commiſſioners or their Succeſſors, or any three or more of them; and that after the Expiration of the ſaid Term of ten Years, ſuch Ditches and Hedges ſhall always be preſerved and maintained, by and at the Expence of the ſaid *John Samwell* and his Succeſſors, Rectors as aforeſaid; and ſo much of ſuch Ditches and Hedges, to be made round the ſaid Plots and Parcels as aforeſaid, which ſhall not be allotted or appointed to belong to the ſaid Plots or Parcels, ſhall be made, and at all Times afterwards, preſerved and maintained, by and at the Expence of ſuch Perſon or Perſons (except the ſaid *John Samwell* and his Succeſſors, and the ſaid Preſident and Scholars of *Saint Mary Magdalen* College and their Succeſſors) as the ſaid Commiſſioners or their Succeſſors, or any three or more of them, ſhall, by any Writing or Writings under their Hands and Seals, award, order, direct or appoint. And that all other the Hedges, Ditches, and Fences, to be made for the Incloſing, Seperating and Dividing the ſaid common Fields, common Paſtures, common Meadows, common Pieces, common Ground, and Waſte Ground, purſuant to this Act, ſhall be made, and at all Times hereafter repaired and maintained by ſuch Perſon or Perſons (except the ſaid *John Samwell* and his Succeſſors, and the ſaid Preſident and Scholars of *Saint Mary Magdalen* College and their Succeſſors) and in ſuch Manner as the ſaid Commiſſioners or their Succeſſors, or any three or more of them, ſhall, by any Writing or Writings under their Hands and Seals in that Behalf, award, order, direct or appoint; and ſuch Award, Order, and Determination of the ſaid Commiſſioners, or any three or more of them, in that Behalf made, ſhall be binding and concluſive to the ſeveral Parties ſo intituled to ſuch Shares and Allotments as aforeſaid.

Fences, by whom made and repaired.

PRO-

Trees, &c. to belong to former Proprietors.

PROVIDED NEVERTHELESS, AND IT IS HEREBY FURTHER DECLARED AND ENACTED, That in Caſe any Lands or Ground, upon which any Trees, Underwoods, Thorns, Hedges, Buſhes, or Shrubs, ſhall, at the Time of ſuch Allotment, be ſtanding, growing or being, ſhall be allotted and appointed to any Perſon or Perſons, other than ſuch as was or were the Proprietor or Proprietors thereof, at and immediately before ſuch Allotment: Then and in ſuch Caſe, it ſhall and may be lawful, to and for ſuch Owners and Proprietors thereof, reſpectively, at any ſeaſonable Time or Times, within the Space of ſix Calendar Months after ſuch Allotment ſhall be made, to enter into the Lands and Grounds, upon which ſuch Trees, Underwoods, Thorns, Hedges, Buſhes, or Shrubs, ſhall be ſtanding and being; and to fell and cut down, and with Horſes and Carriages, to carry away the ſame, at his and their Wills and Pleaſures, to and for his and their own proper Uſe and Benefit.

Fences for Boundaries to be left, &c.

PROVIDED NEVERTHELESS, That if any ſuch Hedges now ſtanding upon the Premiſſes, ſhall be aſſigned or appointed by the ſaid Commiſſioners, as or for a Boundary or Fence for any of the new Incloſures, ſo intended to be made as aforeſaid, all ſuch Hedges ſhall be left for the Benefit of ſuch Perſon or Perſons, to whom ſuch new Incloſures ſhall belong, by Virtue of this Act, he, ſhe, and they making ſuch Allowance or Conſideration to ſuch former Owners and Proprietors of ſuch Hedges reſpectively, as the ſaid Commiſſioners and their Succeſſors, or any three or more of them, ſhall, by any Writing under their Hands and Seals, in that Behalf, order and appoint.

Award to be made.

AND for preventing all Differences and Diſputes relating to the ſaid Incloſure and Diviſion, IT IS HEREBY ENACTED BY THE AUTHORITY AFORESAID, That ſo ſoon as conveniently may be, after the ſaid Commiſſioners ſhall have completed and finiſhed the Partitions and Allotments of the ſaid common Fields, common Paſtures, common Meadows, common Pieces, common Ground, and Waſte Ground, hereby directed to be incloſed and divided as aforeſaid, purſuant to the Purport and Directions of this Act, they or their Succeſſors, or any three or more of them, ſhall form and draw up an Award or Inſtrument in Writing, which ſhall expreſs and contain the Quantity in Statute Meaſure of Acres, Roods and Perches, contained in the ſaid common Fields, common Paſtures, common Meadows, common Pieces, common Ground and Waſte Ground, ſo intended to be incloſed as aforeſaid; and the Quantity of each and every Part and Parcel thereof, which ſhall be aſſigned and allotted to each of the Parties, intituled to and intereſted in the ſame; and a Deſcription of the Situation, Buttalls, and Boundaries of the ſame Parcels and Allotments reſpectively; and ſhall alſo ſpecify and aſcertain the ſeveral yearly Rents or Sums

to

to be paid and contributed by the Owners of the ſaid Allotments reſpectively, towards making up the ſaid yearly Sum of One hundred and ſixty Pounds, ſo veſted in the ſaid *John Samwell* and his Succeſſors, Rectors of the ſaid Pariſh Church of *Helmdon*, for and in Lieu of Tythes, as aforeſaid; and ſhall alſo contain proper Orders and Directions for Fencing and Mounding the ſame, and for making and laying out proper Roads, Ways and Paſſages, in and through the ſame; and ſhall alſo expreſs and contain ſuch other Orders, Regulations, and Determinations, as ſhall be proper and neceſſary to be inſerted therein, conformable to the Tenor and Purport of this Act: Which ſaid Inſtrument ſhall be fairly ingroſſed, and written on Parchment, and ſigned and ſealed by the ſaid Commiſſioners and their Succeſſors, or any three or more of them, and ſhall, within Twelve Calendar Months next after the ſame ſhall be ſo ſigned and ſealed as aforeſaid, be inrolled by the Clerk of the Peace for the ſaid County of *Northampton*, to the End Recourſe may be had to the ſame, by any Perſon or Perſons intereſted in the ſaid intended Incloſure (for the Inſpection and Peruſal whereof, the Sum of one Shilling ſhall be paid, and no more, and a Copy thereof, ſigned by the Clerk of the Peace for the ſaid County of *Northampton*, purporting the ſame to be a true Copy) for which no more than two Pence *per* Sheet, each Sheet to contain ninety Words, ſhall, from Time to Time, and at all Times hereafter, be admitted and allowed, in all Courts whatſoever, as legal Evidence of the ſame; and the ſeveral Allotments, Partitions and Diviſions, ſo made by the ſaid Commiſſioners, or any three or more of them, in and by ſuch Award or Inſtrument in Writing, ſo executed and inrolled as aforeſaid, ſhall be, and are hereby declared to be, binding and concluſive, unto, and upon all and every the ſaid ſeveral Parties intereſted in the ſaid common Fields, common Paſtures, common Meadows, common Pieces, common Ground, and Waſte Ground, ſo intended to be incloſed as aforeſaid.

In what Time the Allotments are to be incloſed.

AND IT IS HEREBY FURTHER ENACTED, That when the ſaid common Fields, common Paſtures, common Meadows, common Pieces, common Ground and Waſte Ground, directed and appointed by this Act to be incloſed, ſhall be ſet out, aſcertained, and allotted by the ſaid Commiſſioners or their Succeſſors, or any three or more of them, by ſuch Award, Inſtrument or Writing, as herein before-mentioned: The Parcels of Lands and Grounds, ſo to be allotted and ſet out reſpectively, ſhall, within Twelve Calendar Months next after the Signing and Sealing the ſaid Award, Inſtrument or Writing, be incloſed, hedged, ditched and fenced, at the proper Coſts and Charges of the reſpective Perſons, to whom the ſame ſhall be reſpectively aſſigned and allotted (except the ſaid *John Samwell* and his Succeſſors, and the ſaid Preſident and Scholars of *Saint Mary Magdalen* College and their Succeſſors) and in ſuch Manner as the ſaid Commiſ-

ſioners or their Succeſſors, or any three or more of them, ſhall, in ſuch their Award, order and direct. And that it ſhall and may be lawful, to and for the ſaid reſpective Perſons, to whom ſuch Shares and Allotments ſhall be aſſigned and allotted, by Virtue of this preſent Act, from Time to Time, and at all Times during the Term of ten Years next after the making the ſaid Allotments to ſet down or place Poſts and Rails, or any other Fences, on the Outſide the Ditches bounding their reſpective Allotments, not exceeding two Feet from ſuch Ditches, for the better Preſervation of their young Hedges, and to take and carry away ſuch Poſts and Rails, or other Fences, at any Time before the End of the ſaid Term.

Charges of Fencing to be paid by Leſſees.

PROVIDED NEVERTHELESS, AND IT IS HEREBY ENACTED AND DECLARED, That the Charges and Expences of Ditching, Hedging and Fencing of the Lands and Grounds, ſo to be allotted to and for the Benefit of the ſaid Preſident and Scholars of *Saint Mary Magdalen* College, or their reſpective Leſſees, and alſo a proportionable Share of the Pound Rate and Expences of and for the Ditching, Hedging and Fencing of the ſaid Plots or Parcels of Land and Ground, ſo to be allotted and appointed to and for the ſaid *John Samwell* and his Succeſſors, and ditched, hedged, and fenced, as aforeſaid, ſhall be borne, paid and defrayed by their reſpective Leſſees, in Proportion to their reſpective Shares and Parts in ſuch Lands and Grounds, which ſhall be ſo allotted to and for the ſaid Preſident and Scholars, or their reſpective Leſſees, and in ſuch Manner as the ſaid Commiſſioners or their Succeſſors, or any three or more of them, ſhall award, order, direct or appoint.

Method of Proceeding againſt Perſons neglecting to fence their Allotments.

AND IT IS HEREBY FURTHER ENACTED, That if any Perſon or Perſons ſhall not, within Twelve Calender Months next after the Signing and Sealing the ſaid Award, Inſtrument or Writing, as aforeſaid, incloſe, hedge, ditch and fence the ſeveral Parcels of Lands and Grounds, ſo to be allotted and ſet out to him, her or them reſpectively, as aforeſaid, in ſuch Manner as the ſaid Commiſſioners or their Succeſſors, or any three or more of them, ſhall, in ſuch their Award, order and direct as aforeſaid; it ſhall and may be lawful, to and for the Perſon or Perſons, intereſted in the Lands and Grounds next adjoining to the Lands and Grounds of the Perſon or Perſons ſo neglecting or refuſing as aforeſaid, to exhibit a Complaint in Writing againſt ſuch Perſon or Perſons, before two or more of his Majeſty's Juſtices of the Peace for the ſaid County of *Northampton*, not being intereſted in the Lands and Grounds ſo intended to be incloſed, who ſhall ſummon the Parties concerned, examine Witneſſes upon Oath, as to the Nature of the Complaint, and ſhall and may order, direct and appoint the Perſon or Perſons exhibiting ſuch Complaint as aforeſaid,

to

to make, repair, and maintain the Hedges, Ditches, and Fences of the Perſon or Perſons ſo neglecting or refuſing as aforeſaid; and alſo ſhall and may, by Warrant under their Hands and Seals directed to ſuch Perſon or Perſons making ſuch Complaint as aforeſaid, cauſe the Charges and Expences (Demand of the ſame being firſt made) of making, repairing and maintaining the Hedges, Ditches or Fences of the Perſon or Perſons ſo neglecting or refuſing as aforeſaid, to be levied by Diſtreſs and Sale of the Goods and Chattels of the Perſon or Perſons ſo neglecting or refuſing to pay the ſame, rendering the Overpluſs (if any) to the Owner or Owners of the Goods and Chattles after deducting the Coſt and Charges of taking and making ſuch Diſtreſs or Diſtreſſes and ſelling the ſame. Or otherwiſe ſhall and may, by any Writing under their Hands and Seals authorize and impower the Perſon or Perſons, exhibiting ſuch Complaint as aforeſaid, to enter into and upon the Premiſſes, ſo to be allotted to ſuch Perſon or Perſons refuſing to pay as aforeſaid, and to take and receive the Rents and Proffits thereof reſpectively, until therewith the Charges and Expences of making, repairing, and maintaining the Hedges, Ditches, and Fences of the Perſon or Perſons ſo neglecting or refuſing as aforeſaid; and all Coſts, Charges, and Expences, occaſioned by, or attending ſuch Entry upon, and Perception of the Rents and Profits of the ſame Premiſſes ſhall reſpectively be fully paid and ſatisfied.

Convenient Gaps to be left,

AND IT IS HEREBY FURTHER ENACTED AND DECLARED, That convenient Gaps and Openings ſhall be left in the ſaid Fences and Incloſures for the Space of Six Calender Months next enſuing the Execution of the ſaid Inſtrument or Writing, for the Paſſage of Cattle, Carts and Carriages, in and through the ſame, unleſs the ſeveral Parties intereſted therein, ſhall agree that the ſame ſhall be ſooner fenced in, made up, and incloſed.

Time limited for accepting Allotments.

AND WHEREAS it is requiſite that ſome convenient Time ſhall be fixed for every Perſon intituled to any Part of the ſaid new Incloſures, to accept of their reſpective Allotments and Shares, BE IT THEREFORE ENACTED BY THE AUTHORITY AFORESAID, That all and every ſuch Perſon and Perſons ſhall, and they are hereby required to accept his, her and their reſpective Allotments and Shares, within the Space of Six Calender Months next after the Execution of the aforeſaid Award or Inſtrument, and Notice to him, her or them reſpectively, given by Writing under the Hands and Seals of the ſaid Commiſſioners and their Succeſſors, or any three or more of them, for that Purpoſe; which Notice ſhall be delivered to the Party, or left at the uſual Place of Abode of ſuch Party: And in Caſe any Perſon ſhall neglect or refuſe to accept of his, or her Share or Allotment, within the Time before-mentioned, ſuch Perſon or Perſons, ſo neglecting

or refuſing, ſhall be totally excluded from having or receiving any Benefit or Advantage by this preſent Act; and alſo from any Eſtate or Intereſt, or Right of Common whatſoever, in any of the Lands and Grounds aſſigned or allotted to any Perſon or Perſons, by Virtue of this Act.

Guardians, &c. to act.

PROVIDED ALSO, AND IT IS HEREBY ENACTED AND DECLARED, That the Guardians, Huſbands, Committees or Attornies of any Perſon or Perſons, being Minors, Lunaticks, under Coverture, or beyond the Seas, or otherwiſe incapable by Law to accept ſuch Allotments, ſo to be made as aforeſaid, ſhall be, and are hereby enabled and required to accept thereof, for the Uſe of ſuch Perſon or Perſons ſo incapacitated as aforeſaid; and ſuch Acceptance ſhall be, and is hereby declared to be, as valid and effectual as if the Perſon or Perſons, for whom the ſame ſhall be made, was or were capable of acting for him, her or themſelves, any thing herein contained to the contrary notwithſtanding.

Non-Claim or Non-Acceptance not to exclude.

PROVIDED NEVERTHELESS, That the Non-Claim, or Non-Acceptance, of any Guardian, Huſband, Committee, Truſtee, or Attorney, ſhall not exclude, or any Ways prejudice the Claim or Acceptance of any Infant, Lunatic, Feme-Covert, or other Perſon, under ſuch Diſability or Incapacity as aforeſaid, who ſhall claim or accept within one Year next, after ſuch Diſability or Incapacity is removed, or of any Perſon or Perſons intitled as Heir, or in Remainder, after the Death of ſuch Perſon, dying under ſuch Diſability or Incapacity, who ſhall claim or accept within one Year next, after his, her, or their Right, Title, or Intereſt, ſhall have deſcended, veſted, or accrued.

Power to erect Gates acroſs the Roads.

AND IT IS HEREBY FURTHER ENACTED AND DECLARED, That all and every the Proprietors of the new Incloſures intended to be made, purſuant to this Act, ſhall have full Power and Liberty, for the Term of ten Years from the Time of making the ſaid Incloſures, to erect and ſet up any Gate or Gates acroſs any Part of the Roads, to be made through or againſt his, her, or their own Lands, for the keeping out Sheep and Cattle, and to prevent their deſtroying any Banks, Woods, Plants, Quickſets, or Fences, which ſhall be made or planted for incloſing or fencing any Part or Parcel of the ſaid common Fields and Pieces of common Ground, in purſuance of this Act.

New Allotments to be in Bar of Parties former Rights.

AND IT IS HEREBY FURTHER ENACTED, by the Authority, aforeſaid, that the ſeveral Lands and Grounds to be divided, aſſigned, ſet out, allotted, and appointed unto, and for the ſeveral Perſons, who, by Virtue of this Act, ſhall be intitled to the ſame, ſhall be in full Bar of, and in full Satisfaction and Compenſation for his, her and their ſeveral and reſpective Pieces and Parcels of Ground, which they had before the paſſing of this Act, or immediately before the

ſaid

ſaid Allotments made, and which were and are lying diſperſed in the ſaid common Fields, common Paſtures, common Meadows, common Pieces, common Ground, and waſte Ground, within the ſaid Pariſh of *Helmdon* aforeſaid: And alſo in full Bar of, and in Satisfaction and Compenſation for all Right of Common whatſoever, in, over, and upon the ſaid common Fields, common Paſtures, common Meadows, common Pieces, common Ground, and waſte Ground, reſpectively; and from and immediately after the making the ſaid Diviſion and Allotments, and executing the ſaid Award and Inſtrument of ſuch Purport as aforementioned, all Right of Common belonging to, or claimed by, all and every the Owners, Proprietors, or Occupiers of Lands, Cottages, Tenements, or other Hereditaments within the ſaid Pariſh of *Helmdon*, in, over, or upon all or any of the ſaid common Fields, common Paſtures, common Meadows, common Pieces, common Ground, and waſte Ground, hereby directed and intended to be incloſed, ſhall ceaſe, determine, and be for ever extinguiſhed.

Power to make Exchange.

AND IT IS HEREBY FURTHER ENACTED, by the Authority aforeſaid, that for the more convenient Situation and Diſpoſition of the ſeveral Farms and Lands of the ſeveral Land Owners and Proprietors within the Fields and Pariſh of *Helmdon* aforeſaid, upon the ſaid intended Diviſion, it ſhall and may be lawful to and for all or any of the Proprietors and Owners of Lands and Grounds, ſo to be divided and incloſed as aforeſaid, (other than the Rector of the ſaid Pariſh Church for the Time being) to exchange all or any of his, her, or their Meſſuages, Tenements, antient Incloſures, or incloſed Lands, in or upon which there is no Right of Common, or other Lands and Grounds within the Fields and Pariſh of *Helmdon* aforeſaid, for any other Meſſuages, Tenements, antient Incloſures, or incloſed Lands as aforeſaid, or other Lands and Grounds within the ſaid Fields and Pariſh, ſo as all and every ſuch Exchange and Exchanges be made by and with the Conſent and Approbation of the ſaid Commiſſioners, or their Succeſſors, or any three or more of them, to be aſcertained, ſpecified, and declared in the Award or Inſtrument ſo directed to be made and executed as aforeſaid, or ſome other Act or Inſtrument to be inrolled as before-mentioned.

power for the Rector to exchange not exceeds 10 acres

PROVIDED ALWAYS, and it is hereby Enacted and Declared, that it ſhall and may be lawful to and for the ſaid *John Samwell*, and his Succeſſors, Rectors of the ſaid Pariſh Church, by and with the Conſent and Approbation of the Biſhop of the Dioceſe, or other Ordinary of the Place, and of the Patrons of the ſaid Church, reſpecively, for the Time being, to be ſignified in Writing, under their Hands and Seals, to exchange any of the Lands and Grounds ſo to be allotted unto and for the ſaid Rector upon the ſaid intended Incloſure, not exceeding ten Acres in the Whole, for any Cloſe or Cloſes, Incloſure or Incloſures, lying nearer to, or more convenient for, his Par-

ſonage-Houſe. And all and every ſuch Exchange and Exchanges ſo to be made, in Purſuance hereof, ſhall be good, valid, and effectual in the Law, to all Intents and Purpoſes whatſoever, any Thing herein contained to the contrary hereof reſpectively in anywiſe notwithſtanding.

New Allotments to be ſubject to the ſame Uſes, which Lands in Lieu of which they are to be allotted were liable to.

PROVIDED ALWAYS, and it is hereby Enacted and Declared, That nothing in this Act contained, ſhall extend, or be conſtrued, deemed, adjudged, or taken, to revoke, make void, alter, or annul any Will or Settlement, or to prejudice any Perſon having or claiming any Jointure, Dower, Portion, Debt, or Incumbrance, out of, upon, or affecting any of the Lands and Grounds ſo intended to be divided and incloſed, or which ſhall be exchanged in Purſuance of this Act, or any Part thereof reſpectively; but that the ſeveral Lands and Grounds ſo to be aſſigned and allotted, upon ſuch Incloſure and Diviſion, to the ſeveral Parties concerned, or their Truſtees reſpectively, and which ſhall be taken in Exchange, in Purſuance of this Act, ſhall, immediately after ſuch Allotments or Exchanges, be, remain, and enure: And the ſeveral Perſons to whom the ſame ſhall be aſſigned and allotted, and given in Exchange as aforeſaid, ſhall, from thenceforth ſtand and be ſeized of the ſame, to ſuch and the ſame Uſes, and ſubject to ſuch and the ſame Wills and Settlements, Limitations, Remainders, Charges, Tenures, Rents, Services, and Incumbrances, as the ſeveral Lands, Grounds, Tenements, and Hereditaments, in Lieu of which ſuch Allotments and Exchanges ſhall be made as aforeſaid, now are, or ſhould and would have been ſubject and liable to be charged with, or affected by, in caſe the ſame had remained unincloſed and unexchanged, or this Act had not been made, any Thing herein contained to the contrary thereof in anywiſe notwithſtanding.

Leaſes at Rack Rents to be vacated.

PROVIDED ALWAYS, And be it Enacted by the Authority aforeſaid, That all and every Leaſe and Leaſes at Rack Rent now ſubſiſting, of any Part or Parts of the ſaid Premiſſes, by this Act directed to be divided and incloſed: And all other Agreements for any Time or Term therein ſhall ceaſe, determine, and be void immediately on ſuch Allotments and Diviſion being made, the reſpective Leſſees and Tenants thereof receiving, from the reſpective Owners and Proprietors of the ſaid Premiſſes, who have made any ſuch Leaſes or Agreements, what the ſaid Commiſſioners, or any three or more of them, ſhall aſcertain as reaſonableto be paid to ſuch Tenant or Tenants, as an Equivalent for the ſame.

Power to raiſe Money to defray the Expences of this Act, &c.

AND WHEREAS the ſaid Truſtees for the Poor of the Pariſh of *Sulgrave* aforeſaid, and of the Pariſh of *All Saints*, in the Town of *Northampton* aforeſaid, for the Time being, and ſeveral others of the Owners and Proprietors of Lands and Grounds lying in the ſaid common Fields, common Paſtures, common Meadows, common Pieces, common Grounds, and waſte Ground, ſo intended and directed

rected to be divided and incloſed as aforeſaid, his, her, or their Truſtees, Committees, or Guardians, may have Occaſion to borrow Money, to pay and defray their reſpective Shares and Proportions of the Charges and Expences incident to and attending ſuch Incloſure and Diviſion, and the obtaining this preſent Act, and by Reaſon of ſome Incapacity, or of ſome Settlement or Settlements already made of the ſaid Grounds, Lands, and Premiſſes, or ſome Part of the ſame or other Impediment or Incumbrances, reſpectively affecting the ſame, cannot make an effectual Security thereof for the Money ſo to be to them reſpectively advanced and lent for that Purpoſe.

BE IT THEREFORE FURTHER ENACTED, by the Authority aforeſaid, That it ſhall and may be lawful to and for the ſaid Truſtees for the Poor of the Pariſh of *Sulgrave* aforeſaid, or the major Part of them, or their Succeſſors, and the ſaid Truſtees for the Poor of the Pariſh of *All-Saints* aforeſaid, or the major Part of them, or their Succeſſors, and to and for the Huſbands, Truſtees, Committees, and Guardians, of any of the ſaid Owners, or Proprietors, being under Coverture, Minors, or Lunaticks, and to and for every of them, and to, and for any of the Owners and Proprietors, being Tenants in Tail, or for Life only, and to and for any other Owners and Proprietors for the Time being reſpectively, of the Lands and Grounds lying in the ſaid common Fields, common Paſtures, common Meadows, common Pieces, common Ground, and waſte Ground, ſo intended to be incloſed reſpectively, to charge the Lands and Grounds, which ſhall be adjudged and allotted to them reſpectively, by Virtue and in Purſuance of this Act, with any Sum or Sums of Money, not exceeding Two Pounds for every Acre of the Lands and Grounds ſo to be allotted to them reſpectively, to be paid to ſuch Perſon or Perſons, as the ſaid Commiſſioners, and their Succeſſors, or any three or more of them, ſhall for that Purpoſe reſpectively nominate and appoint, in order to be applied and diſpoſed of, for the Purpoſes afore-mentioned: And for ſecuring the Repayment of the ſaid Sum or Sums of Money with Intereſt, to grant, mortgage, leaſe, or demiſe, the Lands or Ground ſo to be charged, unto ſuch Perſon or Perſons, as ſhall advance and lend the ſame reſpectively, his, her, and their Executors, Adminiſtrators, and Aſſigns, for any Term or Number of Years, ſo as ſuch Grant or Demiſe be made, with a Proviſo or Condition to ceaſe and be void, or with an expreſs Truſt to be ſurrendered, when ſuch Sum or Sums of Money, thereby to be ſecured, with the Intereſt thereof, ſhall be fully ſatisfied and paid. Power to mortgage.

AND IT IS HEREBY FURTHER ENACTED AND DECLARED, That every ſuch Grant, Mortgage, Leaſe, or Demiſe of the ſaid Grounds, Lands, and Premiſſes, or any Part or Parcel thereof, ſo to be made, in Purſuance of this Act, ſhall be good, valid, and effectual in the Law, for the Purpoſes thereby intended, notwithſtanding any Incapacity, Mortgages to be valid.

pacity, Impediment, or any Settlement, Will, Truſt, Uſe, Remainder, Limitation, or other Incumbrance, of or concerning the ſame Grounds, Lands, and Premiſſes, or any Part or Parcel thereof, then in being, or capable of taking Effect to the contrary.

Power to appoint new Commiſſioners, &c. on Death, or Refuſal to act.

AND IT IS HEREBY FURTHER ENACTED, by the Authority aforeſaid, That when, and ſo often as any one or more of the Commiſſioners, Surveyors, or quality Men appointed by this Act, or to be elected in Manner herein after mentioned, ſhall die, or refuſe to act, the Perſons who, for the Time being, ſhall be intereſted reſpectively in the ſaid common Fields, common Paſtures, common Meadows, common Pieces, common Ground, and waſte Ground, ſo intended to be incloſed, as aforeſaid, or the greater Part of them in Number and Value, do and ſhall, from Time to Time, within one Calendar Month next, after the Death or Refuſal of ſuch Commiſſioner or Commiſſioners, Surveyor or Surveyors, quality Man or quality Men reſpectively to act, by writing under their Hands and Seals, appoint one or more Commiſſioner or Commiſſioners, Surveyor or Surveyors, quality Man or quality Men not intereſted in the ſaid intended Incloſures, in the Stead and Place of each and every Commiſſioner or Commiſſioners, Surveyor or Surveyors, quality Man or quality Men, ſo dying or refuſing to act as aforeſaid: And every ſuch Commiſſioner or Commiſſioners, Surveyor or Surveyors, quality Man or quality Men, ſo to be appointed, ſhall have the like Power and Authority, by Virtue of this Act, as the Perſon or Perſons in whoſe Place or Places, he or they ſhall ſucceed, was or were veſted with, provided that Notice be given in the Pariſh Church of *Helmdon* aforeſaid, of the Time and Place of chooſing ſuch Commiſſioner or Commiſſioners, Surveyor or Surveyors, quality Man or quality Men, at leaſt fourteen Days before every ſuch Meeting.

Method of raiſing Money to defray the Charges of this Act, &c.

AND IT IS HEREBY FURTHER ENACTED, That the Charges and Expences attending the obtaining and paſſing of this Act, and of the ſurveying, meaſuring, dividing, and allotting, the Lands and Grounds intended to be incloſed, as aforeſaid; and of the preparing and inrolling the ſaid Award or Inſtrument, and all other the Charges and Expences of the ſaid Commiſſioners, and other neceſſary Charges and Expences, in and about the Premiſſes, ſhall be paid, borne, and defrayed by the reſpective Leſſees of the ſaid Preſident and Scholars of *Saint Mary Magdalen* College, and other the Owners and Proprietors of, and Perſons intereſted in, the ſaid Lands and Grounds, ſo intended to be incloſed, (other than and except the ſaid *John Samwell* and his Succeſſors, and the ſaid Preſident and Scholars of Saint *Mary Magdalen* College and their Succeſſors) in Proportion to the reſpective Shares, Allotments and Properties in the ſame; and if any Diſpute ſhall ariſe concerning any Share or Proportion of ſuch Charges and Expences, the ſame ſhall be ſettled and finally determined, by the

ſaid

ſaid Commiſſioners or their Succeſſors, or any three or more of them; and that in Caſe any of the Perſons aforeſaid, ſhall refuſe, or neglect, to pay, his, her, or their Share or Proportion of all ſuch Charges or Expences within the Time, to be limited by the ſaid Commiſſioners, or any three or more of them, to ſuch Perſon or Perſons, as they ſhall appoint to receive the ſame, then the ſaid Commiſſioners, or any three or more of them, ſhall, and may, by Warrant under their Hands and Seals, directed to any Perſon or Perſons whomſoever, cauſe the ſame to be levied by Diſtreſs and Sale of the Goods and Chattles of the Perſon or Perſons ſo refuſing or neglecting to pay the ſame rendering the Overplus (if any) to the Owner or Owners of ſuch Goods and Chattles after deducting the Coſts and Charges of taking and making ſuch Diſtreſs or Diſtreſſes and ſelling the ſame and in Caſe no ſuch Diſtreſs or Diſtreſſes can or may be had or taken as aforeſaid it ſhall and may be lawful to and for the ſaid Commiſſioners and their Succeſſors, or any three or more of them, to Enter into and upon the Premiſſes, ſo to be allotted to ſuch Perſon or Perſons, refuſing to pay as aforeſaid, and to take and receive the Rents and Profits thereof reſpectively until therewith the Share or Shares, Proportion or Proportions, of the ſaid Coſts and Charges, ſo to be directed, awarded and appointed, by the ſaid Commiſſioners, to be paid by ſuch Perſon or Perſons as aforeſaid: And alſo all Coſts, Charges and Expences, occaſioned by or attending ſuch Entry upon and Perception of the Rents and Profits of the ſame Premiſſes, ſhall reſpectively be fully paid and ſatisfied.

Notice of the Commiſſioners Meeting.

AND IT IS HEREBY FURTHER ENACTED BY THE AUTHORITY AFORESAID, That the ſaid Commiſſioners or their Succeſſors, or any three or more of them, ſhall, and they are hereby required to give public Notice in the Pariſh Church of *Helmdon* aforeſaid, upon ſome Sunday imediately after divine Service of the Time and Place of the firſt Meeting of the ſaid Commiſſioners, for the executing the Powers hereby veſted in them; at leaſt ſix Days before ſuch Meeting; and ſhall alſo give the like Notice of ſix Days of every ſubſequent Meeting for putting in Execution the Powers veſted in them by this Act, at the Pariſh Church aforeſaid, (Meetings by Adjournment only excepted.)

New Allotments to be ſubject to Quit Rents to the Lord of the Manor.

PROVIDED ALWAYS, AND BE IT FURTHER ENACTED BY THE AUTHORITY AFORESAID, That all and every the Quit Rents, iſſuing out of, or due and payable, or to become due and payable, to the Lord or Lords of the Manor or Manors of, or in *Helmdon* aforeſaid, for the Time being, or any other Perſon or Perſons whomſoever, in Reſpect of any of the Lands of the Owners and Proprietors in the common Fields, common Paſtures, common Meadows, common Places, common Grounds and Waſte Ground, in *Helmdon* aforeſaid, or in any of them; or any Certainty Money or Money payable for holding a Court Leet, for any Manor or

Manors, of, or in *Helmdon* aforeſaid, ſhall, after the making of the Award or Inſtrument herein before mentioned, in Manner as aforeſaid, be payable out of, and charged upon ſuch Parts and Shares of the ſame, as to the Owners and Proprietors ſhall be therein reſpectively allotted and ſet forth, in Lieu of their reſpective former Lands; and from that Time, the ſaid Perſons ſhall not (in Reſpect of their ſaid former Lands) be ſubject or liable to, or chargeable with the future Payments of ſuch Quit Rents or Certainty Money.

This Act not to prejudice the Lord, &c. as to Quit Rents, payable out of antient Incloſures, &c.

PROVIDED ALWAYS, That Nothing in this Act contained ſhall prejudice, leſſen, or defeat the Right or Title of any Lord or Lords of any Manor or Manors, of, or in *Helmdon* aforeſaid, for the Time being, or of any other Perſon or Perſons whomſoever, of in, and to any quit Rents or other Payments charged upon, or payable out of, or in Reſpect of any Meſſuages, Cottages or Tenements, Dwelling-Houſes, Gardens, Woods and Underwoods, or of any Parcel or Parcels of antient incloſed Lands or of any other Lands, Tenements or Hereditaments, in the Pariſh of *Helmdon* aforeſaid, not hereby intended to be divided and incloſed, or, of, in, or to any other Rights or Advantages to the ſaid Manor or Manors belonging.

This Act not to prejudice the Right of the Lord of any Manor in Reſpect of the Royalties thereof.

PROVIDED ALWAYS, AND IT IS HEREBY FURTHER ENACTED AND DECLARED BY THE AUTHORITY AFORESAID, That Nothing in this Act contained, ſhall prejudice, leſſen, or defeat the Right, Title or Intereſt of any Lord or Lords of any Manor or Manors, Lordſhip or Lordſhips within the Juriſdiction or Limits whereof, the ſaid open and common Fields, common Paſtures, common Meadows, common Pieces, common Ground and Waſte Ground, hereby directed to be incloſed, or any Part thereof, are ſituate, lying and being, or compriſed of, in, and to the Seignories and Royalties, incident or belonging to ſuch Manor or Manors, or reputed Manor or Manors reſpectively; but that all and every ſuch Lord or Lords, for the Time being, and all, and every Perſon and Perſons, claiming under him or, them as Lord or Lords of the ſaid Manor or Manors, Lordſhip or Lordſhips, or reputed Manor or Manors, Lordſhip or Lordſhips, ſhall and may from Time to Time, and at all Times hereafter, hold, and enjoy all Rents, Services, Courts, Perquiſites and Profits of Courts, Certainty Money, and all other Royalties and Privileges to the ſaid Manor or Manors, Lordſhip or Lordſhips, or reputed Manor or Manors, Lordſhip or Lordſhips, or to the Lord or Lords thereof, or any claiming under him or them, incident, appendent, belonging or appertaining (other than and except ſuch Common of Paſture or Right of Common, as can or may be claimed by, or belonging to him or them reſpectively, as Lord or Lords of any ſuch Manor or Manors, or reputed Manor or Manors reſpectively, in, over and upon the Premiſſes,

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ſo directed and appointed to be incloſed as aforeſaid) in as full, ample and beneficial Manner, to all Intents and Purpoſes as they ought, or might have held or enjoyed the ſame, before the paſſing this Act, or in Caſe the ſame had never been made.

General Saving Clauſe.

SAVING to the King's moſt Excellent Majeſty, His Heirs and Succeſſors, and to all and every other Perſon or Perſons, Bodies Politick and Corporate, his, her, and their Heirs, Succeſſors, Executors and Adminiſtrators (other than the ſaid Provoſt, Fellows, and Scholars of *Worceſter* College; the ſaid Preſident and Scholars of *Corpus-Chriſti* College; the ſaid Preſident and Scholars of Saint *Mary Magdalen* College, and the ſaid *John Samwell*, Rector of the ſaid Pariſh Church of *Helmdon*, reſpectively, and their reſpective Succeſſors, and all other Perſons intereſted in, or intitled to any Lands, Grounds, Tythes, or Common Right, in, over or upon the ſaid common Fields, common Paſtures, common Meadows, common Pieces, common Ground and Waſte Ground, hereby directed and appointed to be incloſed;) all ſuch Eſtate, Right, Title, Intereſt, Claim and Demand, as they, every or any of them had and enjoyed, or were intitled to, or out of the ſaid common Fields, common Paſtures, common Meadows, common Pieces, common Ground and Waſte Ground, before the paſſing of this Act, or could or might have held or enjoyed, in Caſe the ſame had not been made.

AN

ACT

FOR

Dividing and Inclosing the Open and Common Fields, Common Meadows, Common Ground, and Waſte Ground, in the Manor and Pariſh of HELMDON, *in the County of* NORTHAMPTON, 1758.

K. Great Brit. - George II
32
No 34

31 Geo. II - c. 34 -

AN

ACT

FOR

Confirming and Eſtabliſhing Articles of Agreement, for dividing and incloſing certain Common Fields, within the Manor of Wilnecote, *in the County of* Warwick; *and alſo for Erecting and Working One or more Fire Engine, or Fire Engines, for the more effectual Draining the Coal Mines in the ſaid Manor.*

WHEREAS by Articles of Agreement Tripartite, bearing Date the nineteenth Day of *January*, in the Year of our Lord, one Thouſand Seven Hundred and Fifty Eight, and made or mentioned to be made between the Reverend *Richard Jackſon*, Clerk, and *Katherine* his Wife, Lord and Lady of the Manor of *Wilnecote*, in the Pariſh of *Tamworth*, and County of *Warwick*, of the firſt part; *William Moggs* of *Tamworth*, aforeſaid, in the ſaid County of *Warwick*, Ironmonger, *Thomas Storer* of the ſame place, Ironmonger, *George Storer* of *Burntwood*, in the County of *Stafford*, Tanner, and *Ann Storer*

rer of *Tamworth*, aforeſaid, Spinſter, and *John Faux* the younger, of *Poleſworth*, in the ſaid County of *Warwick*, Whittawer; for, and on behalf of himſelf, and his Father *John Faux*, of *Poleſworth* aforeſaid, Whittawer, who is by Age and Infirmity rendered incapable of acting for himſelf, and is only Tenant for life of one third part of the Tythes herein after mentioned; the Remainder in Tail of that third part or ſhare being veſted in the ſaid *John Faux* the younger; they the ſaid *William Moggs*, *Thomas Storer*, *George Storer*, and *Ann Storer*, and *John Faux* the elder, being the Impropriators of the Tythes of the Prebend of *Wilnecote* aforeſaid, founded in the Collegiate Church of *Tamworth*, of the ſecond part; and the Right Honourable *Thomas* Lord Viſcount *Weymouth*, *Edward Wolferſtan* the Elder of *Tamworth*, in the County of *Stafford*, Gentleman; *Edward Wolferſtan* the Younger, of the ſame place, Gentleman; *John Beardſley* of *Warwick*, in the County of *Warwick*, Gentleman; *Mary Willington* of *Tamworth* aforeſaid, in the ſaid County of *Warwick*, Widow; *John Willington* of *Tamworth*, aforeſaid, in the ſaid County of *Stafford*, Gentleman; *Richard Kilbey* of the City of *Litchfield*, in the County of the ſame City, Brazier; *Joſeph Wilkinſon* of *Birmingham*, in the ſaid County of *Warwick*, Gentleman; *Joſeph May* of *Birmingham*, aforeſaid, Gentleman; *Samuel Richards* of the ſame place, Bucklemaker; *Thomas Bedford* of the ſame place, Hingemaker; *John Poultney* of *Wilnecote*, aforeſaid, Yeoman; *John Brown* of *Slately*, in the Pariſh of *Kingsbury*, in the ſaid County of *Warwick*, Yeoman; *William Martin*, of *Wilnecote*, aforeſaid, Yeoman; *John Drakeford* of the ſame place, Carpenter; *Joſiah Enſor* of the ſame place, Yeomam; *Thomas Moggs* of *Doleſhill*, in the ſaid Pariſh of *Kingſbury*, and County of *Warwick*, Yeoman; *John Deakin* of *Cliff*, in the ſaid Pariſh of *Kingsbury*, and County of *Warwick*, Yeoman; *William Higgins* of *Wilnecote*, aforeſaid, Yeoman; *William Poultney* of the ſame place, Yeoman; *William Enſor* of *Cumberford*, in the ſaid County of *Stafford*, Yeoman; *John Watterſon* of *Tamworth*, in the ſaid County of *Warwick*, Currier; *John Scot*, of *Sutton Coldfield*, in the ſaid County of *Warwick*, Cordwainer; *William Handley* of *Wilnecote*, aforeſaid, Cordwainer; *Iſabel Chambers* of *Wilnecote*, aforeſaid, Widow; *Elizabeth Fidgeon* of *Wilnecote*, aforeſaid, Widow; *Joſeph Moggs*, of the ſame place, Yeoman; *Richard Saliſbury* of the Pariſh of *Clifton*, in the ſaid County of *Stafford*, Yeoman; *John Wright* of *Two Gates*, in the Pariſh of *Tamworth*, and County of *Warwick*, aforeſaid, Yeoman; *William Coleman* of *Wilnecote* aforeſaid, Yeoman; *George Shenſton*, of the ſame Place, Cordwainer; and *Thomas Elliott* of the ſame Place, Yeoman; being all the Freeholders intitled to any Land, lying in the Common Fields, within the Manor of *Wilnecote* aforeſaid; except *John Villiers*, who has no more than thirty Acres, lying diſperſedly in the ſaid Fields, of about the yearly Value of ten Pounds and no more; and *Mary Diſney*, of in the County of *Nottingham*, Widow; who has no more than about two Acres, of the yearly Value of Thirteen Shillings, and no more, of the third part; Reciting that there were four ſeveral large open Common Fields in and belonging to the ſaid Manor of *Wilnecote*, in the ſaid Pariſh of *Tamworth*, and County of *Warwick*, commonly called or known by the ſeveral Names of *Tamworth Field*, *Chappel Field*, *Over Wood*, and *Middle-wood Field*, and *Doſthill*, otherwiſe *Doleſhill Field*; the greateſt part of which then remained unincloſed, ſome little Incloſure having of late Years been made out of the ſaid reſpective Fields: And that the ſaid ſeveral Lands belonging to the ſaid Lord and Lady of the ſaid Manor of *Wilnecote*, and each and every of the Freeholders thereof did lie intermixed

mixed and diſperſed over the ſaid four Common Fields in ſmall parcels, by reaſon whereof the ſaid reſpective Owners could not make the beſt of their Eſtates there, nor improve the ſame by Soil, Manure, or other Huſbandlike Improvement, in ſuch manner as the ſame were capable of being improved were they incloſed, and the Intereſts and Eſtates of the ſeveral Proprietors laid conveniently together: And further reciting, that there were very valuable divide, Coal Mines in all, or the greateſt part of the ſaid Fields, which could not be got to any Advantage or Benefit either of the Owners of the Land, or the Public, by reaſon of the ſaid Eſtates lying ſo Intermixed in ſmall Parcels, andfor want of a proper Engine or Engines for draining ſuch Mines: And alſo reciting, That the ſaid *William Moggs*, *Thomas Storer*, *George Storer*, *Ann Storer*, and *John Faux* the Elder, as Impropriators, as aforeſaid, were intitled to all, and all manner of Tythes, both great and ſmall, predial, perſonal and mixt, ariſing, iſſuing, coming, growing, renewing and increaſing, in, upon, and out of all the ſaid Manor of *Wilnecote*, except out of, and from certain Lands belonging to the ſaid *John Willington* lying diſperſedly in the ſaid four Fields, or ſome of them, and then in the Holding or Occucupation of *William Higgins*, which were formerly part of the Eſtate belonging to the *Abby* of *Merrival*; and alſo except a Meſſuage and ſmall parcel of Land, which were theretofore the Eſtate of one *Philip Fiſher*, and by him purchaſed of and from *Thomas Corbin*; and alſo except the Tythe of Hay and Clover iſſuing and ariſing in, upon, and out of all the ſaid Manor of *Wilnecote*, which was then claimed by the ſaid Impropriators, but refuſed to be paid by the Freeholders and Occupiers of the ſaid Eſtates as not being due, and the ſame had not been gathered or paid in the memory of Man; **Therefore**, in order to Incloſe the ſaid four Common Fields, and to have the ſame allotted ſeperately and conveniently to each Freeholder, that they might improve the ſame to the beſt advantage, and get the Coals and other Minerals lying and being therein, and that the ſaid Impropriators of the ſaid Tythes ſhould have a Recompence and Satisfaction for the ſame, by an Allotment of Land, and thereby put an end to the Diſpute and claim of Tythe Hay and Clover; It is thereby mutually covenanted and agreed by, between, and amongſt all the ſaid parties thereto (excepting the ſaid *John Beardſley*, *John Poultney*, *Joſiah Enſor*, *Joſeph Moggs*, *William Coleman*, *George Shenſton* and *Thomas Elliot*) that the ſaid ſeveral four Common Fields, and all Headlands, Baulks, Slades, Ditches, Fences and Mounds thereunto belonging, ſhould be ſurveyed, and a certain Proportion, Part, or Share thereof be allotted and ſet out for the ſaid Impropriators in lieu of all Tithes, as in the ſaid Articles, and hereinafter is expreſſed, together with the Glebe-Lands belonging to the ſaid Impropriators; and that the Reſidue thereof ſhould be allotted, divided, and ſet out amongſt the ſaid Proprietors, in proportion to their ſeveral Eſtates and Intereſts therein, as in the ſaid Articles, and herein after is mentioned: And the ſaid Parties to the ſaid Articles did thereby agree, that *William Abney*, of *Tamworth*, in the ſaid County of *Stafford*, Eſquire, *Samuel Beardſley*, of the ſame place, Gentleman; *William Wyatt*, of *Seney Park*, in the ſaid County of *Stafford*, Gentleman; *Edward Palmer*, of *Coleſhill*, in the ſaid County of *Warwick*, Gentleman; and *John Tompſon*, of *Witherly*, in the ſaid County of *Warwick*, Land Surveyor, ſhould be propoſed to Parliament to be their Commiſſioners for the Purpoſes in the ſaid Articles contained: **And whereas** the perfecting and compleating of the ſeveral Matters ſo agreed upon will tend to the general Good, as well as to the particular Advantage of the ſeveral Perſons intereſted in the Premiſſes, but the ſame cannot be

effected

effected according to the Intention of the ſaid Parties without the Aid and Authority of Parliament.

May it therefore pleaſe Your MAJESTY,

That it may be **Enacted**; **And be it Enacted**, by the KING's moſt Excellent MAJESTY, by and with the Advice and Conſent of the Lords Spiritual and Temporal, and Commons, in this preſent Parliament aſſembled, and by the Authority of the ſame, that the ſaid Articles of Agreement of the Nineteenth Day of *January*, One Thouſand Seven Hundred and Fifty Eight, herein before in part recited, and the ſeveral Covenants, Agreements, Powers, Proviſions, Orders and Directions relating thereto, and therein mentioned and contained, ſhall be, and the ſame are hereby eſtabliſhed, ratified, and confirmed, according to the Purport and true Meaning thereof, and ſhall be binding and concluſive as well to Infants and Feme-coverts, as all other Perſons whomſoever, and be obſerved and performed as fully and effectually to all Intents, Conſtructions, and Purpoſes whatſoever, as if the ſame Covenants, Agreements, Powers, Proviſions, Orders and Directions, were again repeated and enacted, in the Body of this preſent Act, except ſo far as the ſame are hereby altered, varied, or otherwiſe explained, or rendered more effectual.

And be it alſo Enacted, That the ſaid four Common Fields, called *Tamworth Field*, *Chappel Field*, *Over-Wood*, and *Middle Wood Field*, and *Doſthill*, otherwiſe *Doleſhill Field*, and all Headlands, Baulks, Slades, Ditches, Fences, and Mounds thereunto belonging, ſhall be divided, ſet out, and allotted by *William Abney* of *Tamworth* in the County of *Stafford*, Eſquire, *Samuel Beardſley* of the ſame Place, Gentleman, *William Wyatt* of *Seney-Park* in the ſaid County of *Stafford*, Gentleman; *Edward Palmer* of *Coleſhill*, in the ſaid County of *Warwick*, Gentleman, and *Lewis Bradley* of *Wootten-Wawen*, in the ſaid County of *Warwick*, Gentleman; and their Succeſſors, to be elected as herein after is mentioned, or any three of them, in the Manner, and with under and ſubject to the Rules, Orders, Proviſoes and Directions herein after mentioned, that is to ſay, That the ſaid *William Abney*, *Samuel Beardſley*, *William Wyatt*, *Edward Palmer*, and *Lewis Bradley*, and their Succeſſors, or any three of them, ſhall and may, on or before the Twenty-ninth Day of *September*, next enſuing, take, or cauſe to be taken in Writing, a true and exact Survey and Admeaſurement of the ſaid four Fields, and of all and every of the ſaid Impropriators and Proprietors Shares therein; and alſo of the incloſed Land of the ſaid Proprietors, lying within the ſaid Manor of *Wilnecote*: And after ſuch Survey and Admeaſurement ſo had and taken, ſhall and may in the firſt Place, divide, ſet out, and allot, by Metes and Bounds, unto the ſaid Impropriators, out of the Lands of the ſaid Proprietors in the ſaid four Common Fields, one Acre Statute Meaſure out of every eight Acres and an half Statute Meaſure of the Land of the ſaid reſpective Proprietors, in the ſaid four Fields, and in the ſaid Manor of *Wilnecote*, and ſo in Proportion for any greater or leſs Quantity of Land than Eight Acres and an Half, together with and over and above the Glebe Lands now belonging to the ſaid Impropriators, as conveniently as may be, unleſs ſuch Glebe-Lands ſhall appear to have Coal-Mines, or other Mines therein; and in caſe ſuch Glebe-Lands ſhall appear to have Coal-Mines, or other Mines therein, then the ſame Glebe-Lands ſhall and may be allotted as other Coal-Land herein

herein after mentioned, which allotment, as and for the Share of them the ſaid Impropriators, ſhall be in Lieu, Recompence, and full Satisfaction, of and for all and all Manner of Tythes whatſoever, both great and ſmall, predial, perſonal, and mixt, ariſing and iſſuing, or which ſhall at any Time or Times hereafter ariſe and iſſue in, upon, out of, or from any of the Meſſuages, Lands, Tenements, and Hereditaments, within the Manor of *Wilnecote* aforeſaid, which ſhall bear a Proportion in the ſaid Allotment, and ſuch Allotment ſhall be made out of the Land of the ſaid reſpective Proprietors, in which the ſaid Commiſſioners, or their Succeſſors, or any Three of them, ſhall adjudge there is or are no Coal or other Mines, or that ſuch Coal or Mines are not likely or probable to be worked, and therefore of little or no Value, (but the ſaid Land of the ſaid *John Willington*, now held by the ſaid *William Higgins*, and the ſaid Eſtate, which was heretofore the ſaid *Philip Fiſhers*, and by him purchaſed of and from *Thomas Corbin*, are to bear no Proportion in ſuch Allotment, the ſame being Tythe-free as aforeſaid) And after ſuch Allotment is made for the ſaid Impropriators, then the Reſidue of the ſaid four common Fields ſhall and may be divided, ſet out, and allotted by Metes and Bounds, unto and amongſt the ſaid ſeveral other Proprietors, in proportion to their reſpective Intereſts and Eſtates, and according to the Value of each Proprietor's Share of the Land, either in itſelf, or by Reaſon of the Mines therein or Improvements thereof.

Provided always, that nothing herein contained, ſhall extend, or be conſtrued to extend to authorize or impower the ſaid Commiſſioners, or any three of them, to give any undue Preference to any one of the Parties intereſted in the ſaid intended Diviſion before another, in reſpect to the ſeveral Allotments or Shares in the ſaid four Common Fields and Incloſures, ſo to be divided and allotted as aforeſaid; but that the ſaid Commiſſioners in making their Allotments, ſhall have Regard to the Quality and Situation, as well as to the Quantity of Lands to be aſſigned, and ſhall allot to each of the ſaid Proprietors, his, her, and their Share and Part, ſo that it may be contiguous, and lye together, or as near as conveniently may be.

And it is hereby further enacted, That ſuch of the Lands of the ſaid Proprietors, as the ſaid Commiſſioners, or their Succeſſors, or any Three of them, ſhall adjudge to have Coal or other Mines therein, ſhall be allotted and ſet out together in diſtinct Lots, ſo that each Proprietor ſhall and may have the ſame Quantity or Value of Coal-Land ſet out for him, her, or them, as he, ſhe or they, is or are now poſſeſſed of, the ſaid Commiſſioners, or their Succeſſors, or any three of them, making proper Allowances between ſuch Lands, the Mines of which are intire, and have not been opened, and ſuch other Lands, the Mines of which are not intire, and have been opened.

And it is hereby alſo enacted, That for the better and more convenient ſetting out and allotting the ſaid four ſeveral Fields, the ſeveral and reſpective Incloſures and Pieces of incloſed Land, already taken out of the ſaid four common Fields, within the Manor of *Wilnecote* aforeſaid, or ſuch of them, as to the ſaid Commiſſioners or their Succeſſors, or any three of them, ſhall appear fitting and neceſſary for that Purpoſe, ſhall be conſidered as Parts or Parcels of the ſaid ſeveral and reſpective Fields, and be allotted, appointed, and ſet out therewith, by the ſaid Commiſſioners or their Succeſſors, or any three of them, making reaſonable and proper Allowances for the Value and Conditions of ſuch Incloſures.

Provided always, that nothing herein contained, ſhall extend, or be conſtrued to extend, to the Incloſing or taking in any of the Roads, Lanes, or waſte Grounds within the Manor of *Wilnecote* aforeſaid, otherwiſe than as hereinafter is mentioned, that is to ſay, in caſe it ſhall appear to the ſaid Commiſſioners, or their Succeſſors, or any three of them, that any ſuch waſte Lands are in ſmall Parcels, in Corners, or ſurrounded by Land of any of the ſaid Proprietors, then, and in ſuch Caſe, it ſhall and may be lawful to and for the ſaid Commiſſioners, or their Succeſſors, or any three of them, to allot ſuch ſmall Parcels in ſuch Corners, or ſo ſurrounded as aforeſaid, to any of the ſaid Proprietors whoſe Lands ſhall lye contiguous to or ſurround the ſame, the Perſon or Perſons to whom ſuch waſte Land ſhall be ſo allotted, making the ſaid *Richard Jackſon* and *Katherine* his Wife, ſuch Allowance, Recompence or Satisfaction for the Soil thereof, and alſo ſuch Allowance, Recompence or Satisfaction, to the other Proprietors for their reſpective Right of Common there, as the Commiſſioners or their Succeſſors, or any three of them, ſhall order or appoint, reſerving to the ſaid *Richard Jackſon* and *Katherine* his Wife, their Heirs and Aſſigns, the Mines and Quarries in ſuch waſte Ground.

And it is hereby alſo enacted, That all Leaſes, and Demiſes or Contracts for Leaſes, or Demiſes of any of the Lands ſo to be incloſed, divided, and allotted as aforeſaid, ſhall ceaſe, determine, and become void to all Intents and Purpoſes, from and after the Twenty-fifth Day of *March* next enſuing, and that the ſaid Commiſſioners, and their Succeſſors, or any three of them, ſhall have full Power and Authority to order, direct, and appoint, ſuch Satisfaction, Recompence and Allowance to be reciprocally made between ſuch Leſſors and Leſſees, Landlords and Tenants, as the ſaid Commiſſioners, or their Succeſſors, or any three of them in their Diſcretion and Judgment ſhall think fit.

And it is hereby further enacted, by the Authority aforeſaid, that it ſhall and may be lawful to and for all ſuch Perſon or Perſons who now are, or hereafter ſhall be Tenants in Tail, or for Life only, of any of the ſaid Lands ſo intended to be incloſed, allotted, and divided, by and with the Conſent of the ſaid Commiſſioners, or their Succeſſors, or any three of them, teſtified under their Hands and Seals, to mortgage his, her, and their Share and Allotment of ſuch Lands, unto any Perſon or Perſons whomſoever, for any Term or Number of Years, for raiſing and ſecuring ſuch Sum and Sums of Money, as ſhall be ſufficient and neceſſary to defray the Expences of incloſing, banking, hedging, and fencing the Lands to them reſpectively allotted, ſuch Sum and Sums of Money to be made payable, with ſuch Intereſt as the ſame can be from Time to Time borrowed and procured at, not exceeding five Pounds in the Hundred by the Year, and to be ſubject to Redemption by the Perſon or Perſons borrowing the ſame, or who ſhall for the Time being be intitled to the Freehold or Perception of the Rents of ſuch Lands ſo mortgaged, on Payment of the principal Money to be charged thereon, together with Intereſt for the ſame as aforeſaid, ſuch Perſon or Perſons who ſhall be Tenant or Tenants for Life, or in Tail, or intitled for the Time being to the Freehold of ſuch Lands, or to the Perception of the Rents and Profits, paying and keeping down the Intereſt, which ſhall from Time

Time to Time grow due, for the Money to be borrowed for the Purpoſes aforeſaid.

And whereas great Hurt and Damage may happen unto the Quick-Wood, or other Wood, to be planted or ſet for fencing any Part or Parcel of the ſaid four Fields, ſo to be incloſed as aforeſaid, by Sheep or Cattle going in any Lanes or Roads which are to be left by incloſing the ſame,

It is hereby further enacted, That every of the ſaid Proprietors or Owners of the ſaid new Incloſures, ſhall have full Liberty for and during the Term of Seven Years, from and after ſuch new Incloſure is made, to erect and ſet up any Gate or Gates acroſs any Part or Parts of the Lanes or Roads againſt his, her, or their Lands, for keeping out Sheep and Cattle, and to prevent their deſtroying ſuch Fences which ſhall be planted for incloſing any Part or Parcel of the ſaid four Common Fields ſo to be incloſed as aforeſaid.

And it is hereby further Enacted, That the ſaid Commiſſioners, and their Succeſſors, or any three of them, ſhall within Nine Kalendar Months after ſuch time as they ſhall have Admeaſured the ſaid four Common Fields and Incloſures already made thereout, which are to be conſidered as Parts thereof, as aforeſaid, and declared the Number of Acres of which the ſame do conſiſt, divide, ſet out, and allot to, and amongſt the ſaid ſeveral Impropriators and Proprietors of the ſaid four Common Fields, their reſpective Allotments and Shares, which ſeveral Allotments and Shares, the ſaid Impropriators and Proprietors ſhall accept, hold and enjoy, in manner as aforeſaid; and ſhall Fence and Incloſe the ſame, in ſuch Time and manner as the ſaid Commiſſioners, and their Succeſſors, or any three of them, ſhall direct or appoint: And that immediately after the Execution of the Award or Inſtrument of the ſaid Commiſſioners, the ſeveral Lands and Tenements in the ſaid Manor of *Wilnecote*, which ſhall have born a Proportion in the ſaid Allotment to the ſaid Impropriators, in Lieu of Tythes, as aforeſaid; as well as the ſaid Glebe-Land and Allotment made to the ſaid Impropriators, in lieu of ſuch Tythes, as aforeſaid; as alſo the ſaid Land of the ſaid *John Willington*, in the holding of ſaid *William Higgins*, and the ſaid Eſtate which was heretofore purchaſed of the ſaid *Thomas Corbin*, by the ſaid *Philip Fiſher*, as aforeſaid, ſhall be Tythe-free; and that all right of Common in the ſaid Fields, ſhall for ever ceaſe, and be extinguiſhed.

And be it further Enacted, That if any Difference ſhall ariſe touching the Sowing, Laying down, Accepting, or Incloſing the ſaid reſpective Shares or Allotments, or touching any Allowance or Satisfaction to be made for the growing Corn, or for laying on Manure, or concerning any Intereſt, Charge, or Expence of the ſaid Proprietors or Impropriators, before the diviſion hereby intended to be made; the ſaid Commiſſioners, and their Succeſſors, or any three of them, ſhall have full Power and Authority, and are hereby impowered and authorized to hear, ſettle, and finally determine the ſame.

And it is hereby further Enacted, That all and every Perſon and Perſons ſhall and are hereby required to accept his, her, and their reſpective Allotments and Shares, within the Space of three Kalendar Months after the Execution of the ſaid Inſtrument or Award, and Notice for that Purpoſe given in the *Chappel* of *Wilnecote* aforeſaid, on ſome Sunday immediately

diately after Divine Service; and that in caſe any Perſon ſhall neglect or refuſe to accept his, her, or their Share or Allotment within the Time aforementioned, ſuch Perſons ſo neglecting or refuſing, ſhall be totally excluded from having or receiving any Benefit or Advantage by this Act; and alſo from any Eſtate, Intereſt, or Right whatſoever, in any of the Lands or Grounds allotted to any other Perſon or Perſons, by virtue of this Act; and that the Guardians, Huſbands, Truſtees, or Attorneys of any Perſon or Perſons being Infants, Lunaticks, under Coverture, or beyond the Seas, or otherwiſe incapable by Law, to accept their ſaid Allotments, ſo to be made, as aforeſaid; or Mortgagees in Poſſeſſion of any of the Lands ſo to be allotted, ſhall and are hereby declared to be enabled and required to accept of ſuch Allotments, for the Uſe of ſuch Perſon or Perſons, under ſuch Diſability or Incapacity as aforeſaid, or for ſuch Mortgagers who are out of Poſſeſſion; and ſuch Acceptance of the ſame Allotments reſpectively, ſhall be, and is hereby declared to be as valid and effectual as if the Perſon or Perſons for whom the ſame ſhall be made reſpectively, was or were capable of acting for themſelves, or in the actual Poſſeſſion thereof.

Provided that the Nonclaim or Non-acceptance of any Guardian, Huſband, Committee, Truſtee, or Attorney, or Mortgagee in Poſſeſſion, ſhall not exclude or prejudice the Claim or Acceptance of any Infant, Feme Covert, Lunatic, or other Perſon under ſuch Diſability or Incapacity, or out of Poſſeſſion as aforeſaid, who ſhall claim or accept the ſame within ſix Kalendar Months after ſuch Diſability or Incapacity removed, or ſuch Mortgagee paid off, and the Eſtate redeemed, or of any Perſon or Perſons intitled as Heir, or in Remainder, after the Death of any Perſon dying under any ſuch Diſability or Incapacity, or out of Poſſeſſion, who ſhall claim or accept ſuch Allotment or Allotments within ſix Kalendar Months after his, her, or their Right, Title, or Intereſt, ſhall have deſcended, accrued, or veſted.

And it is hereby further enacted, That the ſaid Commiſſioners hereby appointed, and their Succeſſors, or any three of them, ſhall ſet out and allot in ſuch Place or Places of the ſaid four Common Fields, ſo to be incloſed as aforeſaid, as they ſhall think and adjudge moſt commodious and proper, ſuch fit and convenient Roads, High-ways, and Paſſages, which together with the Roads now uſed, (and which are to remain as they now are,) ſhall be fitting and convenient for all Perſons and Carriages paſſing through the ſame, and that ſuch new Roads for Carriages ſhall not be leſs than twenty Feet of Aſſize in Breadth, to the Intent that two Carriages may paſs and repaſs therein at one and the ſame Time, and that the ſaid Commiſſioners, and their Succeſſors, and any three of them, ſhall at the like Coſts of the ſaid Impropriators and Proprietors, aſcertain the public and private Highways, Roads and Paſſages already made or uſed, or to be made or uſed in the ſaid four Common Fields or new Incloſures, with the Aſſize or Breadth of each of them reſpectively, under their Hands and Seals, and that the ſame ſhall be inrolled at the General Quarter-Seſſions of the Peace for the County of *Warwick*.

And be it enacted, by the Authority aforeſaid, that it ſhall not be lawful for any Perſon or Perſons whomſoever, hereafter to uſe any other Way, Paſſage or Road, Ways, Paſſages or Roads over the ſaid new Incloſures, either on Foot, or with any Horſe or other Cattle, or with any Coach, Cart, Waggon, or other Carriage

Carriage whatſoever, but ſuch Highways as the ſaid Commiſſioners ſhall ſo aſcertain and appoint as aforeſaid.

And it is hereby further enacted, that the ſaid Commiſſioners, or their Succeſſors, or any three of them, ſhall not ſtop or turn any of the preſent High-Roads leading over the ſaid four Common Fields, or appoint how or by whom the ſame or any of them ſhall be repaired, but that the ſame ſhall from Time to Time be amended by ſuch Perſon and Perſons as heretofore have uſed, or by Law or Cuſtom ought to repair the ſame; and that all ſuch new Roads as ſhall be ſet out by the ſaid Commiſſioners, or their Succeſſors, or any three of them, in Purſuance of this Act, ſhall from henceforth for ever be repaired and amended by ſuch of the ſaid Impropriators and Proprietors, and in ſuch Sort, Manner, Form and Proportion, as the ſaid Commiſſioners, or their Succeſſors, or any three of them, ſhall by their ſaid Award direct, order, and appoint.

And for preventing all Differences and Diſputes relating to the ſaid Diviſion and Incloſure, **It is hereby enacted,** That immediatly after the ſaid Commiſſioners, or their Succeſſors, or any three of them, ſhall have compleated the ſaid Diviſion and Allotment, purſuant to this preſent Act, they ſhall form or draw up an Award or Inſtrument in Writing, which ſhall expreſs, ſpecify, and contain, the Quantity in Statute-Meaſure, of Acres, Roods and Perches, contained in the ſaid Lands, ſo to be divided and incloſed, and the Quantity of each and every Parcel thereof, allotted to each of the Parties intitled to and intereſted in the ſame, and which of the ſaid preſent Incloſures ſhall be made Tythe-free as aforeſaid, and a Deſcription of the Situation, Buttals, and Boundaries of the ſaid Parcels and Allotments reſpectively, with Orders and Directions for Hedging, Ditching, and Fencing the ſame, and keeping ſuch Hedges, Ditches, and Fences in Repair; and the ſame Award or Inſtrument ſhall alſo contain ſuch other Orders, Regulations and Determinations, as to the ſaid Commiſſioners, and their Succeſſors, or any three of them, ſhall ſeem proper and neceſſary to be inſerted therein, conformable to the Purport, Tenor, and true Meaning of this preſent Act, and which ſaid Inſtrument or Award ſhall be fairly ingroſſed upon Parchment, and ſhall be ſigned and ſealed by the ſaid Commiſſioners, and their Succeſſors, or any three of them, and ſhall be inrolled by the Clerk of the Peace for the County of *Warwick*, for which Inrollment he ſhall take a Fee not exceeding Twenty Shillings, for each Skin, and a true Copy thereof, ſigned by the ſaid Clerk of the Peace, or his Deputy, ſhall at all Times after ſuch Inrollment, be admitted and allowed as Evidence in Law and Equity, between the ſaid Impropriators and Proprietors, and all other Perſons whomſoever; and the Clerk of the Peace for the Time being, or his Deputy, is hereby required to make and deliver unto any Perſon or Perſons, deſiring or requiring the ſame, a Copy thereof, or of any Part thereof, he or they paying for ſuch Copy after the Rate of Four-pence a Sheet, accounting Ninety Words at leaſt, to each Sheet.

And it is hereby further enacted, That each of the ſaid Impropriators and Proprietors, and his, her, and their Heirs, ſhall hold and enjoy his, her, and their Part and Share ſo to be divided, ſet out, and allotted, to him, her, and them, in Severalty, and as a ſeparate and diſtinct Eſtate, together with all Mines, Minerals and Quarries, that now are, or ſhall or may be found therein, and ſhall have, hold, and enjoy the ſame Eſtate and Intereſt in the Part ſo to be allotted, as he, ſhe, or they, reſpectively now have in their

reſpective Shares of and in the ſaid four Common Fields, or the Tythes thereof as aforeſaid, in Reſpect and Lieu whereof ſuch Allotments are to be made; And that each of the ſaid Impropriators and Proprietors ſhall hedge, fence-in, and incloſe the ſame, in ſuch Manner, Form, and Proportion, as the ſaid Commiſſioners, or their Succeſſors, or any three of them, ſhall by their ſaid Award direct and appoint.

And it is hereby further enacted, That upon the Death or Refuſal to act of any of the ſaid Commiſſioners, or of any new Commiſſioner or Commiſſioners to be appointed in their Stead, the ſurviving Commiſſioners, or any three of them, ſhall from Time to Time cauſe publick Notice to be given in the Chapel of *Wilnecote* aforeſaid, on ſome Sunday, immediately after Divine Service, of the Time and Place of a Meeting, to be held for the Appointment of any new Commiſſioner or Commiſſioners, at leaſt ten Days before the ſame, and the ſaid Impropriators and Proprietors, and ſuch Perſons for the Time being, who ſhall be intereſted in the ſaid Common Fields, or new Incloſures, or the major Part of them, in Number and Value ſo met, ſhall from Time to Time, by Writing under their Hands and Seals, appoint one or more new Commiſſioner or Commiſſioners, not intereſted in the ſaid Common Fields or new Incloſures, in the Room or Stead of every Commiſſioner dying, or refuſing to act as aforeſaid, which Commiſſioner or Commiſſioners, ſo to be appointed, ſhall have the like Powers and Authorities by Virtue of this preſent Act, as the Commiſſioner or Commiſſioners in whoſe Place or Places he or they ſhall ſucceed, was or were ſeverally inveſted with, and that every Appointment of any new Commiſſioner or Commiſſioners ſhall be inrolled at the ſaid Quarter-Seſſions, within three Kalendar Months after the making of ſuch Appointment.

Provided always, that the ſaid Commiſſioners, and their Succeſſors, or any three of them, ſhall and are hereby obliged to give Notice in the ſaid Chapel of *Wilnecote* aforeſaid, of the Time and Place of every Meeting of the ſaid Commiſſioners for the Execution of all or any of the Powers hereby veſted in them, and of the Buſineſs to be done at ſuch Meeting, at leaſt ten Days before the ſame Meetings reſpectively.

And it is hereby further Enacted, That the Coſts, Charges, and Expences, in and about the ſoliciting and obtaining this Act of Parliament, and in and about the making and executing the ſaid recited Articles, and of Surveying and Meaſuring the ſaid Common Fields and Incloſures, ſo to be Incloſed and Allotted as aforeſaid; and all the charges of the ſaid Commiſſioners, and all other incidental Charges and Expences whatſoever, for or by reaſon of the ſaid intended Diviſions and Incloſures, and carrying the ſaid Articles and this preſent Act into execution, ſhall be borne, paid, and defrayed by every reſpective Owner or Owners of the ſaid Fields and Incloſures, their Guardians or Truſtees, by an equal Pound Rate upon every Acre, ſo intended to be Incloſed and Divided as aforeſaid, according to the full and real Value thereof in the Judgment of the ſaid Commiſſioners or their Succeſſors, or any three of them; which ſaid Rate ſhall be made by the ſaid Commiſſioners, or their Succeſſors, or any three of them, in their ſaid Award; and that if any Perſon or Perſons ſhall refuſe or neglect to pay his, her, or their Share or Shares, Proportion or Proportions of the Coſts and Charges, ſo to be ſettled, aſcertained and rated by the ſaid Commiſſioners as aforeſaid, for the ſpace of three Kalendar Months after ſuch Time, as the ſaid Commiſſioners, or their Succeſſors, or any three or more of them, ſhall limit, direct, or appoint,

appoint, for payment thereof; and alſo if any Perſon or Perſons intereſted and Intitled in his, her, or their own Right, or as Guardian, Truſtee, or Committee, for any Infant, Feme-Covert, or Lunatic, or Perſon beyond the Seas, ſhall neglect or refuſe to accept and incloſe his, her, or their Share or Allotment, within the Time, and in manner aforementioned; then, and in either or any of the ſaid Caſes, the ſaid Commiſſioners and their Succeſſors, or any three or more of them, are hereby Authorized and Impowered by Indenture under their Hands and Seals, from Time to Time to Grant, Mortgage, or Demiſe, for any Term or Number of Years, the ſame Shares and Allotments unto any Perſon or Perſons who ſhall be willing to incloſe, bank, hedge, ditch, and fence, the ſame reſpectively, or to pay ſuch reſpective Shares or Proportions of ſuch Coſts and Charges ſo to be ſettled and aſcertained as aforeſaid, and to the Executors, Adminiſtrators, and Aſſigns of ſuch Mortgagee or Mortgagees, for ſecuring ſuch Sum of Money, to be mentioned and expreſſed in the ſaid Indenture for that Purpoſe, as by the ſaid Commiſſioners, and their Succeſſors, or any three of them, ſhall be thought neceſſary and ſufficient to pay and defray the Charges and Expences of ſuch Incloſing, Banking, Hedging, Ditching, and Fencing; and ſuch Share and Proportion of the aforeſaid Charges and Expences, ſo to be allotted and proportioned as aforeſaid, or either of them, or any part of them, or either of them, to be made payable with Intereſt, after the Rate of four Pounds in the Hundred, by the Year or leſs, if the ſame can be got or procured within a reaſonable time, in ſuch Mortgage or Mortgages, to be limited in that behalf, to the Perſon or Perſons who ſhall ſo Incloſe, Bank, Hedge, Ditch, and Fence the ſame; or to whom ſuch Share or Proportion of the ſaid Charges and Expences ſo to be allotted and proportioned, is due and payable, by the reſpective Perſon and Perſons who ſhall for the Time being be intitled to ſuch Share or Allotment reſpectively, in Caſe the ſame were accepted purſuant to, and according to the Tenor and true Meaning of this preſent Act, or by the reſpective Perſon or Perſons who ought to pay ſuch Share or Proportion of the ſaid Charges and Expences, ſo to be allotted and proportioned as aforeſaid, by reaſon of his, her, or their reſpective Eſtates, and to be ſubject to Redemption by ſuch Perſon or Perſons reſpectively, upon payment of the Principal Money ſo to be charged thereupon with Intereſt, as aforeſaid, together with the Charges attending the preparing and executing ſuch Security, and of borrowing and taking up at Intereſt ſuch Sum and Sums of Money reſpectively, within the Time ſo to be limited, and not otherwiſe; ſuch Charges to be aſcertained in ſuch Security.

And it is hereby further Enacted and declared, by the Authority aforeſaid, that all and every Perſon and Perſons to whom any Grant, Mortgage, or Demiſe, ſhall be made by the ſaid Commiſſioners, or their Succeſſors, or any three of them, as a Security for any Sum or Sums of Money by him, her, or them, lent and advanced on the Credit of any Share or Allotment hereby directed to be mortgaged for the purpoſes mentioned in this Act, or who ſhall for the time being be intitled to the Money thereby ſecured, ſhall and may from Time to Time by any Deed or Deeds, Writing or Writings, under his, her, or their Hand and Seal, or Hands and Seals, to be executed in the Preſence of two or more credible Witneſſes, aſſign, transfer, or ſet over the ſaid Security or Securities, and the principal Money and Intereſt thereby ſecured, and all Benefit and Advantage thereof, and all his, her, or their Right, Title, and Intereſt in and to the ſame, unto any Perſon or Perſons whomſoever; who may again in like manner Aſſign the ſame, and ſo *toties quoties*; and ſuch Mortgagee or Mortgagees, Aſſignee or Aſſignees, his, her, or their Executors and Admi-

Adminiſtrators, and all Perſons claiming under them, or any of them, ſhall and may uſe, take, and purſue all ſuch lawful Methods, Courſes, and Expedients in Law or Equity, for recovering and obtaining Poſſeſſion of the Premiſſes ſo to be mortgaged, demiſed or aſſigned, as aforeſaid, in caſe of the Nonpayment of the ſaid Principal Money and Intereſt to be thereby ſecured, or any part thereof, as is, or are uſed, taken, and purſued in all Caſes of the like Nature.

And it is hereby further Enacted, That no Clauſe, Matter, or Thing herein contained, ſhall be conſtrued, adjudged, deemed, or taken to barr, defeat, or prejudice the ſaid *Richard Jackſon*, and *Katherine* his Wife, or their Heirs, as to their reſpective Eſtates and Intereſts of, in, or to any Mines, Minerals, Quarries, Waifs, Eſtrays, Royalties or Priviledges, lying, being, ariſing, happening or renewing, within the Manor of *Wilnecote* aforeſaid, (otherwiſe than with Reſpect to Coal Mines as in and by this Act is mentioned and directed) or in reſpect to his, her, or their having, receiving and enjoying of the Quit or chief Rents of the ſaid Manor of *Wilnecote*, which now are, or heretofore have been paid by any Perſon or Perſons whomſoever, for, or by reaſon of any Lands or Tenements within the ſaid Manor of *Wilnecote*; but that ſuch Perſon or Perſons, as now do or ought to pay the ſame Quit Rents, or chief Rents, or to make, do, obſerve, or keep any other Payment, Service, or Cuſtom, to the Lord or Lady of the ſaid Manor of *Wilnecote*, and their Heirs and Aſſigns ſhall hereafter continue to pay, do, obſerve, perform, and keep the ſame for, and in reſpect of the Lands or Tenements to be allotted for, or in lieu of the Lands or Tenements now enjoyed by him, her, or them; and out of which ſuch chief or quit Rent or Rents, Payments, Services or Cuſtoms now ariſe or iſſue, or are paid, or are to be made, done, or performed; and that the ſaid *Richard Jackſon*, and *Katherine* his Wife, their Heirs and Aſſigns, ſhall and may from Time to Time, and at all Times after ſuch Incloſures are made as aforeſaid, have, hold and enjoy all ſuch Mines, Minerals, and Quarries, (Coal Mines excepted, as aforeſaid) Waifs, Eſtrays, Rents, Royalties, and Priviledges, in as full, ample, and beneficial manner, to all intents and purpoſes, as they heretofore uſually held and enjoyed the ſame, or could or might have held or enjoyed the ſame, in caſe this Act had not been made.

Provided always, and it is hereby Enacted, That in Caſe the ſaid *Richard Jackſon*, and *Katherine* his Wife, their Heirs or Aſſigns, or any Perſon claiming under them, or either or any of them, ſhall after ſuch Incloſure is made as aforeſaid, work any Mine or Mines, lying within or under any Allotment of the Waſt Ground within the Manor of *Wilnecote* aforeſaid, according to the Reſervation herein before mentioned, then and in ſuch Caſe, ſuch Perſon or Perſons ſo working the ſame, ſhall make ſuch reaſonable Satisfaction for the Damage and Spoil of Ground occaſioned thereby, to the Perſon or Perſons who ſhall be in the Poſſeſſion of ſuch Ground, at the Time of ſuch Damage or Spoil as the ſaid Commiſſioners for the Time being, or any three of them, ſhall ſettle and determine.

And it is hereby alſo Enacted, That no Clauſe in this preſent Act ſhall extend or be conſtrued, adjudged, deemed, or taken, to revoke, make void, or in any wiſe alter any Payment, Cuſtom, or Service, Payments, Cuſtoms, or Services, Deed or Deeds, Settlement or Settlements, Limitation or Limitations, Mortgage or Mortgages, Will or Wills whatſoever, already made of the ſaid Premiſſes, ſo to be incloſed, allotted and divided as aforeſaid; but that each

and

and every of the ſaid Impropriators and Proprietors ſhall ſtand and be ſeized of the ſaid ſeveral Allotments or Shares, ſo to be reſpectively Aſſigned, and to be accepted by him, her, or them, to the ſame Uſe and Uſes, and ſubject to the ſame Payments, Cuſtoms and Services, Limitations, Proviſoes, Effects, Truſts and Intereſts, as the ſame are now in the hands of the preſent Proprietors ſubject and liable to (except Leaſes of the Premiſſes now in being) any thing herein contained to the contrary thereof in any wiſe notwithſtanding.

And it is hereby alſo Enacted, That in Order to the gaining and obtaining of Coals, and working, proſecuting, and carrying onthe Coal-Mines, in a proper and effectual manner, in the ſaid Manor of *Wilnecote*, the ſaid Lord Viſcount *Weymouth* ſhall and may, on or before the Twenty-ninth Day of *September*, which ſhall be in the Year of our Lord One Thouſand Seven Hundred and Fifty Nine, lay out and expend any Sum of Money, not exceeding the Sum of fourteen hundred Pounds, in ſetting up, erecting and building one or more Fire Engine or Fire Engines, and Engine Houſe or Houſes, in and upon ſome part of the ſaid Manor of *Wilnecote*, as ſhall by the ſaid Commiſſioners, or their Succeſſors, or any three of them, be thought moſt proper, and of ſuch Dimenſions as they in their Judgment ſhall think fit, for the more effectual draining the Mines within the ſaid Manor of *Wilnecote*; and ſhall and will work and repair the ſaid Fire Engine or Engines at his own Expence; and that the ſaid Lord Viſcount *Weymouth*, his Heirs and Aſſigns, ſhall and may by virtue hereof have, receive, and take the Sum of one Shilling for every Stack of Coals or Kennel, ſuch Stacks being four Feet Square, reſpectively, that ſhall hereafter be got in the ſaid Manor of *Wilnecote*, or elſewhere in the ſaid Pariſhes of *Tamworth*, or *Kingsbury*, by means, or within the power or draining of the ſaid Engine or Engines, the Coals or Kennel got by the ſaid Lord Viſcount *Weymouth*, paying the like Sum of one Shilling for every Stack, till ſuch Time as he the ſaid Lord Viſcount *Weymouth* ſhall be paid, ſatisfied and reimburſed all the principal Money and Expences which he ſhall expend or lay out in the ſetting up, or building the ſaid Fire Engine or Engines, and Houſe or Houſes, and in working and repairing thereof as aforeſaid; and alſo in the Wages of Servants or Agents attending the ſaid Engine or Engines, and of keeping the Accounts herein, and hereby required or directed to be kept relating thereto, together with Intereſt thereof, after the rate of four Pounds in the Hundred by the Year.

And it is hereby further enacted, That it ſhall and may be lawful to and for the ſaid Lord Viſcount *Weymouth*, his Heirs and Aſſigns, and his and their Agents, Servants, and Workmen, from Time to Time, and at all Times hereafter, to enter into, or upon any Coal-Pit or Coal-Pits, which ſhall or may hereafter be made or ſunk in the ſaid Manor of *Wilnecote*, or in the ſaid Pariſhes of *Tamworth* and *Kingſbury* in the County of *Warwick*, to ſearch and examine whether ſuch Coal-Pit or Coal-Pits is or are drained by means of the ſaid Fire-Engine or Fire-Engines, in order to prevent any Coal being got by the Draining of the ſaid Fire-Engine or Fire-Engines, without contributing thereto as aforeſaid.

And it is hereby further Enacted, that immediately after the ſaid Lord Viſcount *Weymouth* ſhall be paid, ſatisfied, and reimburſed, ſuch principal Money and Intereſt and Expences, the ſaid Fire-Engine or Engines, and Houſe or Houſes, and the Materials thereof, ſhall become the Property of the ſaid Lord Viſcount *Weymouth*, and of ſuch other Proprietors or Perſons as ſhall have con-

tributed thereto, or to the Working or repairing thereof, or ſuch other incidental Charges as aforeſaid, in Proportion to ſuch their reſpective Contributions, and ſhall from thenceforth be managed and carried on in ſuch Manner and Form as the ſeveral Perſons who ſhall have contributed thereto as aforeſaid, and other the Proprietors or Owners of Coal-Mines, in the ſaid Manor of *Wilnecote*, or the major Part of them, in Number and Value, ſhall order, direct, or appoint.

And it is hereby further Enacted, That each and every of the ſaid Proprietors, or other Perſon or Perſons, getting Coals or Kennel, by Means, or within the Draining of the ſaid Engine or Engines, his, her, or their Tenant or Tenants, Leſſee or Leſſees, Agents, Bailiffs, or Servants, ſhall and will under his, her, or their Hands, at the End of every three Kalendar Months, to commence from the Day when the ſaid Engine ſhall firſt begin to work, deliver and make out a true Account upon Oath, to be taken before a Juſtice of the Peace, or one of the Maſters, ordinary or extraordinary of the High Court of Chancery, of all Coals or Kennel got in their reſpective Lands, to the Intent that no Coals or Kennel may be got by Means or within the Draining of ſuch Engine or Engines, without contributing thereto as aforeſaid, which Account ſhall be delivered to the Perſon or Perſons managing or taking care of the ſaid Engine or Engines, and ſhall be fairly entered in ſome proper Book or Books to be kept by him or them for that Purpoſe, at ſuch Engine-Houſe or Houſes, and remain in his or their Poſſeſſion for the Inſpection of any of the ſaid Proprietors, or other Perſons getting Coals or Kennel as aforeſaid, at any Time or Times hereafter, at his, her, or their Wills and Pleaſures; and if any ſuch Proprietor, or Perſon getting Coals or Kennel, as aforeſaid, or his, her, or their Tenant or Tenants, Leſſee or Leſſees, Agent, Bailiff, or Servant, ſhall at any Time hereafter, neglect or refuſe to give in ſuch Account as aforeſaid, ſuch Proprietor, or Perſon ſo getting Coals or Kennel as aforeſaid, ſhall forfeit to the ſaid Lord Viſcount *Weymouth*, his Heirs and Aſſigns, for every ſuch Neglect or Refuſal, the Sum of ten Pounds, to be recovered by Action of Debt, to be brought in any of his Majeſty's Courts at *Weſtminſter*, by and in the Name of the ſaid Lord Viſcount *Weymouth*, his Heirs or Aſſigns, or by or in the Name of any Proprietor or Owner of any Coal-Mine, or Coal-Mines in the ſaid Manor of *Wilnecote*, againſt ſuch other Proprietor or Perſon ſo getting Coals or Kennel, as aforeſaid, and not accounted for as aforeſaid, together with treble Coſts of Suit, which ſaid Penalty and Penalties, when recovered, and paid into the Hands of the ſaid Lord Viſcount *Weymouth*, his Heirs or Aſſigns, or his or their Servant or Agent attending the ſaid Engine or Engines, ſhall from Time to Time be placed in the ſaid Engine-Account, as ſo much Money had and received towards diſcharging the Expence of building or working the ſame, or other incidental Charges relating thereto, as herein is mentioned, but not to increaſe the Property or Share of the Proprietor, or Perſon who ſhall have ſo refuſed or neglected to account as aforeſaid; and in caſe any ſuch Proprietor, Tenant, Leſſee, Agent, Bailiff, or Servant, ſhall make up and deliver in a falſe Account or Accounts, of ſuch Coals or Kennel as aforeſaid, and ſhall be duly convicted of ſuch Offence or Offences, ſuch Proprietor, Tenant, Leſſee, Agent, Bailiff, or Servant, ſo convicted, ſhall be, and is hereby declared to be ſubject and liable to ſuch Pains and Penalties, as by any Law now in being Perſons convicted of wilful and corrupt Perjury are ſubject and liable to.

And it is hereby further enacted, That in caſe it ſhall be found that the ſaid Sum of one Shilling *per* Stack, ſhall be deficient to anſwer the Purpoſes

Purpoſes aforeſaid, then it ſhall and may be lawful to and for the ſaid Commiſſioners or their Succeſſors, or any three of them, by writing under their Hands, to fix any additional Sum for every Stack of Coals or Kennel, to be got as aforeſaid not exceeding Three Shillings *per* Stack.

And it is hereby further Enacted, That the ſaid Lord Viſcount *Weymouth*, his Heirs and Aſſigns, ſhall and may, when any of the ſaid Proprietors, or other Perſons, ſhall neglect or refuſe to pay the ſaid Sum of one Shilling for every Stack of Coals or Kennel, as aforeſaid, or ſuch other additional Charge, from Time to Time enter into, or upon, the ſaid Coal-Mines, or Coal-Works of every, or any of the ſaid Impropriators, Proprietors, or Perſons ſo refuſing or neglecting; and to ſeize the Coals or Kennel there got and lying at or near ſuch Coal Mines or Coal Works, and immediately, or as ſoon as conveniently may be, to ſell the ſame; and out of the Money thereby raiſed, to deduct what ſhall be then due for ſuch Stacks of Coals or Kennel, together with the Coſts and Charges attending ſuch Seizures and Sales, and return the Surplus (if any) to the reſpective Owner or Owners of the ſaid Coals or Kennel.

And it is hereby further Enacted, That the ſaid Lord Viſcount *Weymouth*, his Heirs and Aſſigns, his or their Agent or Agents ſhall within three Kalendar Months next after the ſaid Engine or Engines ſhall firſt begin to work, make out a full, true and perfect Account of all the Money expended and laid out by him or them in the ſetting up, erecting, building, working or repairing the ſaid Fire Engine or Fire Engines, Houſe or Houſes, and other incidental Charges, together with the Intereſt for the ſame as aforeſaid, from the reſpective Times of laying out and diſburſing the ſame; and alſo of all Money had and received by the ſaid Lord Viſcount *Weymouth*, his Heirs and Aſſigns, for the Coals as aforeſaid; and that the ſaid Lord Viſcount *Weymouth*, his Heirs or Aſſigns, or his or their Servants or Agents ſhall and may attend with ſuch Account at the ſaid Engine-Houſe, upon the *Tueſday* next before the Expiration of the ſaid three Kalendar Months, to commence from the Time the ſaid Engine ſhall begin to work, as aforeſaid, when and where the ſaid Proprietors and other Perſon or Perſons contributing towards the ſaid Engine or Engines as aforeſaid are hereby required to attend to peruſe and allow the ſame; and that ſo much Money as ſhall appear to the major Part of the ſaid Proprietors and other Contributors to be due to the ſaid Lord Viſcount *Weymouth* upon the Ballance of ſuch Account, ſhall carry Intereſt from that Time after the Rate aforeſaid; and that from the ſaid *Tueſday* in which ſuch Accounts ſhall be ſo ſettled as aforeſaid, there ſhall be the like annual Meeting upon every firſt *Tueſday* which ſhall happen in the ſame Month in every Year wherein the ſaid Engine firſt began to work, at the Place aforeſaid, when and where the ſaid Engine or Engines Account and the Working thereof, and other incidental Charges and the Receipts purſuant hereto, ſhall in like Manner be annually cloſed and ſettled as aforeſaid, and the Sum or Sums of Money from Time to Time upon the Ballance of ſuch Accounts appearing due to the ſaid Lord Viſcount *Weymouth* ſhall carry Intereſt after the Rate aforeſaid.

And it is hereby further enacted, That in Caſe any Diſputes or Difference ſhall at any time or times hereafter happen or ariſe by reaſon or means or upon

upon ſuch Account or Accounts as aforeſaid, ſuch Diſpute or Difference, Diſputes or Differences, ſhall from Time to Time be finally ſettled, adjuſted, and determined by the ſaid Commiſſioners or their Succeſſors, or any three of them.

Provided nevertheleſs, and it is hereby Enacted, That in Caſe the ſaid Commiſſioners and their Succeſſors, or any three of them, ſhall think and adjudge one Fire Engine to be ſufficient for the preſent carrying on the ſaid intended Coal Work, then, and in ſuch Caſe only, one ſuch Fire Engine ſhall be erected, and the Remainder of the ſaid Sum of fourteen Hundred Pounds, which ſhall not be laid out and expended in erecting the ſaid Engine and Engine-Houſe, and in working the ſaid Engine, and in other incidental Charges, as aforeſaid, ſhall, and may at any Time or Times hereafter, when occaſion ſhall require, be laid out and expended by the ſaid Lord Viſcount *Weymouth*, his Heirs or Aſſigns, if he or they ſhall think fit to lay out and expend the ſame in removing the ſaid Engine and Engine Houſe to, or in erecting, ſetting up, building and working another Fire Engine or Engine-Houſe in ſome convenient Place in the ſaid Manor of *Wilnecote* for the more effectual draining and working the Mines there, and for the further and better carrying on the ſaid Coal Work. And the ſaid removed or new Engine and Engine Houſe; and alſo the ſaid Lord Viſcount *Weymouth*, his Heirs and Aſſigns, and all and every ſuch Perſon and Perſons getting Coals within the Power or Draining of ſuch removed or new Engine or Engines, ſhall be under and ſubject to the ſame Powers, Payments, Proviſoes and Clauſes as are herein mentioned, expreſſed and contained, with reſpect to the erecting, ſetting up and working the ſaid Engine or Engines, and the Property of the ſaid Engine or Engines and Engine Houſe or Houſes, and the ſaid Lord Viſcount *Weymouth*, his Heirs and Aſſigns, ſhall be intitled to ſuch Allowances and Advantages out of any Coals or Kennel to be gotten or raiſed within the Power or Draining of ſuch removed or new Engine or Engines, as he or they are by this preſent Act intitled to, out of any Coals or Kennel to be raiſed within the Power or Draining of the Engine hereby intended to be firſt erected.

And be it further enacted, by the Authority aforeſaid, That if any Action or Suit ſhall be brought againſt any Perſon or Perſons for any thing done by Virtue of this Act, or in relation to the Matters herein contained every ſuch Action or Suit ſhall be commenced within Six Kalendar Months next after the Fact committed, and not afterwards; and ſhall be laid and tried in the County or Place wherein the Cauſe of Action aroſe, and not elſewhere; and the Defendant or Defendants in every ſuch Action and Suit, ſhall and may plead the general Iſſue, and give this Act and the ſpecial Matter in Evidence on any Tryal which ſhall be had thereupon; and that the ſame was done in purſuance and by the Authority hereof; and if the ſame ſhall appear to have been ſo done, or if any ſuch Action or Suit ſhall not be commenced within the Time before limited, or ſhall be brought or laid in any other County or Place than as aforeſaid, then the Jury ſhall find for the Defendant or Defendants, and if a Verdict ſhall be found for ſuch Defendant or Defendants, or if the Plaintiff or Plaintiffs in any ſuch Action or Suit ſhall become Nonſuited, or diſcontinue his Action after the Defendant or Defendants ſhall have appeared, or if upon demurer Judgment ſhall be given for the Defendant or Defendants, then, and in any of the Caſes aforeſaid, ſuch Defendant or Defendants ſhall and may recover and have treble Coſts

and

and ſhall have ſuch Remedy for recovering the ſame as any Defendant or Defendants may have for Coſts in other Caſes by Law; and that where any Diſtreſs ſhall be made for any Sum or Sums of Money by Virtue of this Act, the Diſtreſs itſelf ſhall not be deemed unlawful, nor the Party or Parties making the ſame, be deemed a Treſpaſſer or Treſpaſſers upon the account of any Defect or want of Form in the Warrant for ſuch Diſtreſs, or any proceeding relating thereto; nor ſhall the Party or Parties diſtraining, be deemed a Treſpaſſer or Treſpaſſers, *ab initio*, upon account of any Irregularity which ſhall or may happen to be afterwards done by him or them, in making ſuch Diſtreſs; but the Party or Parties aggrieved by ſuch irregularity, ſhall and may recover full Satisfaction for the ſpecial Damages which he, ſhe, or they ſhall have ſuſtained thereby, and no more, in an Action of Treſpaſs, or upon the Caſe at the Election of the Party or Parties ſo aggrieved.

Provided always, That where the Plaintiff or Plaintiffs ſhall recover in ſuch Action, he, ſhe, or they ſhall be paid his, her or their full Coſts of Suit, and have all the like Remedies for the ſame as in other Caſes of Coſts; but no Plaintiff ſhall recover in any Action for any Irregularity, or other wrongful Proceeding, unleſs twenty eight Days notice ſhall have been given thereof, to the Perſon guilty thereof before the bringing any Action; nor in ſuch Caſes where Tender of good and ſufficient amends ſhall have been made by or on the behalf of the Party or Parties who ſhall have committed, or cauſed to be committed, any ſuch Irregularity or wrongful Proceeding.

Saving always, to the King's moſt Excellent Majeſty, his Heirs and Succeſſors, and to all and to every other Perſon and Perſons, Bodies politick and corporate, his, her and their Heirs, Succeſſors, Executors and Adminiſtrators (other than and except the ſaid *Richard Jackſon* and *Katherine* his Wife, and ſuch other Perſon and Perſons as ſhall, for the Time being, be intitled to or be Lord or Lady of the ſaid Manor of *Wilnecote*, and their Heirs and Aſſigns, and all and every other Perſon or Perſons intereſted therein, and in the ſaid old Incloſures and Common Fields to be incloſed and allotted as aforeſaid, and the Tythes thereof as aforeſaid, his, her, and their Heirs, Succeſſors, Executors, Adminiſtrators and Aſſigns reſpectively) all ſuch Eſtate, Right, Title and Intereſt as they, or any of them, had and enjoyed of, into or out of the ſaid Common Fields and Incloſures ſo intended to be incloſed and allotted before the paſſing this Act, or could or might have had and enjoyed the ſame in caſe this Act had not been made.

AN

ACT

FOR

Confirming and Eſtabliſhing Articles of Agreement, for Dividing and Incloſing certain Common Fields, within the Manor of Wilnecote, *in the County of* Warwick; *and alſo for Erecting and Working one or more Fire Engine, or Fire Engines, for the more effectual draining the Coal Mines in the ſaid Manor.*

K. Great Brit. - George II.
358 L:3
A° 35
33
31 Geo. II. c. 36

An ACT *for Dividing and Incloſing certain open and common Fields in the Hamlet, Townſhip, or Village, of* Upton, *in the Pariſh of* Blewbury, *in the County of* Berks.

WHEREAS there are certain open and common Fields, common Paſtures, and common and waſte Grounds, lying in the Hamlet, Townſhip, or Village, of *Upton*, within the Manor of *Upton*, in the Pariſh of *Blewbury*, in the County of *Berks*, computed to conſiſt of Fifty-ſeven Yardlands, or thereabouts; which contain by Eſtimation One thouſand Eight hundred Acres, or thereabouts: Preamble.

AND WHEREAS *William Keat*, in Right of *Ann*, his Wife, is Lord of the Manor of *Upton* aforeſaid:

AND WHEREAS the Right Reverend the Lord Biſhop of *Salisbury* is ſeiſed of the impropriate Rectory of *Blewbury* and of the Chapelry of *Upton* aforeſaid, and of the Right of Patronage and Preſentation of, in, and to the Vicarage of the Chapelry of *Upton* aforeſaid, and intitled to the Tythes of all the Corn, Grain, and other great Tythes, yearly ariſing, renewing, increaſing, and happening, within the ſaid open and common Fields, common Paſtures, and common and waſte Grounds; and the Reverend *John Webb*, Clerk, is Vicar and Incumbent of the Chapelry and Chapel of the Hamlet, Townſhip, or Village, of *Upton* aforeſaid, and, as ſuch, intitled to the Tythe, Wool, Lamb, and all other vicarial or ſmall Tythes, yearly ariſing, renewing, increaſing, or happening, within the ſaid Hamlet, Townſhip, or Village, and within the ſeveral common Fields, common Paſtures, and common and waſte Grounds:

And whereas the Tythes of Corn and Grain, and other great Tythes, of the ſaid Hamlet, Townſhip, or Village, of *Upton* aforeſaid, now is, and for many Years laſt paſt hath been (amongſt other Things) granted by Leaſe from the ſaid Lord Biſhop of *Salisbury*, or his Predeceſſors, to, or to the Uſe of, the Governors of the Charity for the Relief of the poor Widows and Children of Clergymen, for a long Term of Years yet to come, determinable upon Three Lives; and *Henry Tompkins*, Eſquire, *Head Plott*, *John Eldridge*, *Simon Eldridge*, *Thomas Fuller*, *Iſrael Pottenger*, *Joſeph Pomfrey*, *William Gammon*, and others, are the Owners and Proprietors of the ſaid Fifty-ſix Yardlands:

And whereas the ſeveral Lands and Grounds of the ſaid Proprietors in the ſaid open and common Fields, common Paſtures, and common and waſte Grounds, lie intermixed and diſperſed, in ſmall Parcels, in and over the ſaid common Fields, common Paſtures, and common and waſte Grounds, and are moſt of them inconveniently ſituated with reſpect to their ſeveral Houſes in the Hamlet, Townſhip, or Village of *Upton* aforeſaid; and by reaſon thereof a ſufficient Quantity of Manure and Compoſt cannot, without great Difficulty and Expence, be conveyed to the ſame, nor frequent Treſpaſſes and Diſputes amongſt the ſeveral Proprietors be prevented; which, by Experience, has been found to be very detrimental and inconvenient to the Occupiers thereof, and a great Diſcouragement to Induſtry and Improvement:

And whereas the ſaid *William Keat* and *Ann*, his Wife, *Henry Tompkins*, *Head Plott*, *John Eldridge*, *Simon Eldridge*, *Thomas Fuller*, *Iſrael Pottinger*, *Joſeph Pomfrey*, *William Gammon*, and other the Owners and Proprietors of Lands and Grounds in the ſaid open and common Fields, common Paſtures, and common and waſte Grounds, are deſirous that the ſame Fields, Common of Paſture, common and waſte Grounds, may, in ſuch manner, and ſubject to ſuch Rules, Directions, and Proviſoes, as are herein after mentioned, inſerted, provided, and declared, be divided and incloſed, and ſpecifick Parts or Shares thereof aſſigned to each Proprietor, according to their reſpective Properties and Intereſts therein:

But although ſuch Diviſion and Incloſure, as aforeſaid, will tend greatly to the Advantage of the Owners and Proprietors of the ſaid open and common Fields, common Paſtures, and common and waſte Grounds, and be an Improvement to their ſeveral and reſpective Properties therein, and alſo be of publick Utility: **Yet** the ſame cannot effectually be eſtabliſhed without the Aid and Authority of Parliament;

May it therefore pleaſe Your MAJESTY,

That it may be **Enacted**; **And be it Enacted**, by the KING's moſt Excellent MAJESTY, by and with the Advice and Conſent of the Lords Spiritual and Temporal, and Commons, in this preſent Parliament aſſembled, and by the Authority of the ſame, That *Richard Matthews*, of *Oakhouſe*, in the Pariſh of *Hamſted*, in the County of *Berks*, Yeoman, *John Stevens*, of *Farnborough*, in the County aforeſaid, Husbandman,

Commiſſioners.

John

John Hewett, of *Compton*, in the County aforeſaid, Yeoman, *Robert Coſler*, of *Catmore*, in the County aforeſaid, Yeoman, and *John Gale*, of *Hodcote*, in the County aforeſaid, Husbandman, ſhall be Commiſſioners for dividing and incloſing the ſaid open and common Fields, common Paſtures, and common and waſte Grounds, of the Hamlet, Townſhip, or Village, of *Upton* aforeſaid; and for putting this Act in Execution.

Survey and Admeaſurement to be made.

And, for the more juſt and regular Diviſion and Diſtribution of the Lands and Grounds, to be divided as aforeſaid, and for the better aſcertaining the ſame, **It is hereby further Enacted and Declared**, by the Authority aforeſaid, That all the open and common Fields, common Paſtures, and common and waſte Grounds, within the Hamlet, Townſhip, or Village of *Upton* aforeſaid, hereby intended to be incloſed, ſhall be ſurveyed and meaſured by *Edward Cadwell*, of *Harwell*, in the County of *Berks*, or ſuch Perſon or Perſons as he, or the ſaid Commiſſioners or their Succeſſors, or any Three or more of them, ſhall appoint; and ſuch Survey and Admeaſurement ſhall be reduced into Writing, and the Number of Acres, Roods, and Perches, belonging to each and every Proprietor, ſhall be therein ſet forth, aſcertained, and declared; and that the ſaid Survey ſhall be laid before the ſaid Commiſſioners, or their Succeſſors, or any Three or more of them, at ſome or One of their Meetings to be had in purſuance of this Act.

Commiſſioners to allot Lands.

And it is hereby further Enacted, by the Authority aforeſaid, That the ſaid Commiſſioners, or their Succeſſors, or any Three of them, ſhall have full Power and Authority, and they are hereby authorized and required, at any Time or Times after the ſaid Survey ſhall have been made and laid before them as aforeſaid, but before the Second Day of *February* One thouſand Seven hundred and Fifty-nine, or as ſoon after as conveniently may be (ſubject nevertheleſs to the Rules, Orders, and Directions, herein after contained) divide and ſet out, aſcertain and allot, the ſaid open and common Fields, common Paſtures, and common and waſte Grounds, unto, between, and amongſt the ſaid *William Keat*, *Henry Tompkins*, *Head Plott*, *John Eldridge*, *Simon Eldridge*, *Thomas Fuller*, *Iſrael Pottinger*, *Joſeph Pomfrey*, *William Gammon*, and the reſt of the Owners and Proprietors of the ſaid open and common Fields, common Paſtures, and common and waſte Grounds, in proportion to their ſeveral and reſpective Shares, and Intereſt and Right of Common, and other Properties, in, upon, and over the ſaid open and common Fields, common Paſtures, and common and waſte Grounds, ſo intended to be incloſed as aforeſaid, or any Part or Parts thereof.

Commiſſioners to give no undue Preference, but to have Regard to the Quality as well as Quantity of Lands.

Provided always, and it is hereby Enacted and Declared, That nothing herein contained ſhall extend, or be conſtrued to extend, to authorize or impower the ſaid Commiſſioners, or their Succeſſors, or any of them, to give any undue Preference to any of the Parties intereſted or concerned in the ſaid intended Diviſion and Incloſure, in reſpect to their reſpective Allotments or Shares in the ſaid open and common Fields, common Paſtures, and common and waſte Grounds; but that the ſaid Commiſſioners, or their Succeſſors, in making their Allotments, ſhall have due Regard as well to the Quality as the Quantity of the Lands and Grounds ſo to be divided and allotted, and the Situation and Contiguity of the ſame

to

to the Dwelling-houſes of the ſeveral Proprietors, to and for whom the ſame ſhall be reſpectively aſſigned and allotted.

Proprietors may ſet up Gates croſs any Roads for Ten Years to keep Cattle from deſtroying Fences.

Provided always, That any of the Proprietors of the new Incloſures intended to be made purſuant to this Act, ſhall have full Liberty, for the Term of Ten Years from the Time of the ſaid Incloſure, to erect or ſet up, and continue, any Gate or Gates acroſs any Part of the ſaid Roads againſt his or their own Land, for keeping out Sheep and Cattle, and to prevent their deſtroying any Banks, Wood, Plants, Quickſets, or Fences, which ſhall be made or planted for incloſing or fencing any Part or Parcel of the ſaid open and common Fields, common Paſtures, and common and waſte Grounds, intended by this Act to be incloſed: And that all the Hedges, Ditches, and Fences, to be made for the incloſing, ſeparating, and dividing of the ſaid open and common Fields, common Paſtures, and common and waſte Grounds, purſuant to this Act, ſhall be made, and at all times hereafter repaired and maintained, by and at the Expence of ſuch Perſon or Perſons, and in ſuch manner, as the ſaid Commiſſioners, or their Succeſſors, or any Three or more of them, ſhall, by any Writing or Writings under their Hands and Seals, in that behalf award, order, direct, or appoint; and ſuch Award, Order, and Determination, made by the ſaid Commiſſioners, or their Succeſſors, or any Three or more of them in that behalf, ſhall be binding and concluſive to the ſeveral Parties intereſted and intitled to ſuch Shares and Allotments as aforeſaid.

Proprietors may cut down Trees, &c. within 12 Months, if Land allotted to other than was the Proprietor before the Allotment;

Provided, and it is hereby Declared and Enacted, That in caſe any Lands or Grounds, upon which any Trees, Underwoods, Hedges, Buſhes, or Shrubs, at the Time of ſuch Allotments, ſhall be ſtanding, growing, or being, ſhall be allotted or aſſigned to any Perſon or Perſons (other than ſuch as was or were the Proprietor or Proprietors thereof at and immediately before ſuch Allotments); then and in ſuch Caſe, it ſhall and may be lawful to and for ſuch Owners and Proprietors thereof reſpectively, at any ſeaſonable Time or Times, within the Space of Twelve Calendar Months after ſuch Allotment ſhall be made, to enter into and upon the Lands and Grounds upon which ſuch Trees, Underwoods, Hedges, Buſhes, and Shrubs, ſhall be ſtanding and being, and to fell and cut down, and with Horſes, Carts, and Carriages, to take and carry away the ſame at his and their Wills and Pleaſures.

Unleſs appointed for a Boundary or Fence, then a Satisfaction to be made to the former Owner.

Provided nevertheleſs, That if any ſuch Hedges, now ſtanding upon the Premiſes, ſhall be aſſigned, limited, or appointed by the ſaid Commiſſioners, or their Succeſſors, or any Three or more of them, as and for a Boundary or Fence for any of the Incloſures ſo intended to be made, as aforeſaid, all ſuch Hedges ſhall be left for the Benefit of the Perſon or Perſons to whom ſuch new Incloſures ſhall belong by virtue of this Act; he and they making ſuch Allowance and Conſideration to the former Owners and Proprietors of ſuch Hedges reſpectively, immediately before ſuch Allotments, and at ſuch time or times as the ſaid Commiſſioners, or their Succeſſors, or any Three or more of them, ſhall in that behalf order and appoint.

And, for preventing Differences and Diſputes relating to the ſaid Incloſure and Diviſions; **It is hereby Enacted**, by the Authority aforeſaid, That as ſoon as conveniently may be after the ſaid Commiſſioners, or their Succeſſors, or any Three or more of them, ſhall have completed and finiſhed the ſaid Partitions and Allotments of the ſaid open and common Fields, common Paſtures, and common and waſte Grounds, hereby intended to be incloſed and divided, as aforeſaid, purſuant to the Purport and Directions of this Act, they, or their Succeſſors, or any Three or more of them, ſhall form and draw up, or cauſe to be formed and drawn up, an Award or Inſtrument in Writing, which ſhall expreſs and contain the Quantity, in Statute Meaſure, of Acres, Roods, and Perches, contained in the ſaid open and common Fields, common Paſtures, and common and waſte Grounds, ſo intended to be incloſed, as aforeſaid, and the Quantity of each and every Part and Parcel thereof aſſigned and allotted to each and every of the Proprietors intitled to, and intereſted in, the ſame, and a Deſcription of the Situation, Buttals, and Boundaries of the ſame Parcels and Allotments reſpectively, and proper Orders and Directions for fencing and mounding the ſame, and for making and laying out proper Roads, Ways, and Paſſages in and through the ſame Premiſes intended to be incloſed; and ſhall alſo expreſs and contain ſuch other Orders, Regulations, and Determinations, as ſhall be proper and neceſſary to be inſerted therein, conformable to the Tenor and Purport of this Act; which ſaid Inſtrument ſhall be fairly ingroſſed and written on Parchment, and ſigned and ſealed by the Commiſſioners, or their Succeſſors, or any Three or more of them; and ſhall, within Six Calendar Months next after the ſame ſhall be ſo ſigned and ſealed, as aforeſaid, be inrolled, either in his Majeſty's High Court of Chancery, or by the Clerk of the Peace for the County of *Berks*, to the end Recourſe may be had to the ſame by any Perſon or Perſons intereſted in the ſaid intended Incloſure; and a true Copy thereof ſhall, from time to time, and at all times thereafter, be admitted and allowed, in all Courts whatſoever, as legal Evidence of the ſame: And the ſeveral Allotments, Partitions, and Diviſions, ſo made by the ſaid Commiſſioners, or their Succeſſors, or any Three or more of them, in and by ſuch Award or Inſtrument in Writing, ſo executed and inrolled as aforeſaid, ſhall be, and are hereby declared to be, binding and concluſive unto and upon all and every the ſeveral Parties intereſted in, and intitled unto, the ſeveral and reſpective Grounds, Lands, and Premiſes, ſo intended to be incloſed, as aforeſaid.

Commiſſioners to make an Award;

to be inrolled;

and a Copy allowed as Evidence.

And it is hereby further Enacted, That when the ſaid open and common Fields, common Paſtures, and common and waſte Grounds, intended and appointed by this Act to be incloſed, ſhall be ſet out, aſcertained, and allotted by the ſaid Commiſſioners, or their Succeſſors, or any Three or more of them, by ſuch Award, Inſtrument, or Writing, as herein before-mentioned, the Parcels of Land and Ground ſo to be allotted and ſet out reſpectively, ſhall, within Eighteen Calendar Months after the Signing and Sealing of the ſaid Award, Inſtrument, or Writing, be incloſed, hedged, ditched, and fenced, in ſuch manner as the ſaid Commiſſioners, or their Succeſſors, or any Three or more of them, ſhall, by ſuch their Award, order and direct: And that it ſhall and may be lawful for the ſaid reſpec-

Allotments to be made and incloſed within in Eighteen Months.

tive Perſons, to whom ſuch Shares and Allotments ſhall be aſſigned and allotted by virtue of this Act, from time to time, and at all times during the Term of Ten Years next after the ſigning and ſealing the ſaid Award, Inſtrument, or Writing, to ſet down or place Poſts and Rails, or any other Fence, on the Outſide the Ditches bounding their reſpective Allotments, not exceeding Two Feet from ſuch Ditches, for the better Preſervation of their young Hedges; and to take and carry away ſuch Poſts and Rails, or other Fences, at any time before the End of the ſaid Term.

Gaps and Openings to be left for 12 Months, unleſs agreed to be ſooner fenced in.

And it is hereby further Enacted and Declared, That convenient Gaps and Openings ſhall be left in the ſaid Fences and Incloſures for the Space of Twelve Calendar Months next enſuing the Execution of the ſaid Award, Inſtrument, or Writing, for the Paſſage of Cattle, Carts, and Carriages, in, by, and through the ſame, unleſs the ſeveral Parties intereſted therein ſhall agree, that the ſame ſhall be ſooner fenced in, made up, and incloſed.

Allotments to be taken in lieu of Lands in the ſaid Fields.

And it is hereby further Enacted, by the Authority aforeſaid, That the ſeveral Lands and Grounds to be divided, aſſigned, ſet out, allotted, and appointed, unto and for the ſeveral Perſons, who, by virtue of this Act, ſhall be intitled to the ſame, ſhall be in full Bar of, and Satisfaction and Compenſation for, his, her, and their ſeveral Pieces and Parcels of Ground which they had before the Paſſing of this Act, or immediately before the ſaid Allotments made, and which were and are lying diſperſed in the ſaid open and common Fields, common Paſtures, and common and waſte Grounds, within the ſaid Hamlet, Townſhip, or Village of *Upton* aforeſaid; and alſo in full Bar, Satisfaction, and Compenſation for all Right of Common, and other Right whatſoever, in, over, and upon the ſaid open and common Fields, common Paſtures, and common and waſte Grounds, reſpectively: And that from and immediately after the Making of the ſaid Diviſions and Allotments, and the Execution of the ſaid Award or Inſtrument of ſuch Tenor and Purport as afore-mentioned, or ſo ſoon after as the ſaid Commiſſioners, or their Succeſſors, or any Three or more of them, ſhall, by the ſaid Award or Inſtrument, appoint, all Right of Common belonging to, or claimed by, all and every the ſaid Owners, Proprietors, or Occupiers of Lands, Tenements, or other Hereditaments, within the ſaid Hamlet, Townſhip, or Village of *Upton* aforeſaid, in, over, and upon all or any of the ſaid open and common Fields, common Paſtures, and common and waſte Grounds, ſo intended to be incloſed as aforeſaid, and every Part thereof, ſhall ceaſe, determine, and be for ever extinguiſhed: And

All Leaſes to be void, Satisfaction being made to the Tenants as Commiſſioners ſhall appoint.

that all and every Leaſe and Leaſes ſubſiſting of all or any Part or Parts of the ſaid open and common Fields, common Paſtures, and common and waſte Grounds, hereby intended to be incloſed, and all other Agreements for any Time or Term therein, ſhall, immediately upon ſuch Allotments and Diviſions being made, and ſuch Award or Inſtrument being executed, as aforeſaid, or ſo ſoon thereafter as the ſaid Commiſſioners, or their Succeſſors, or any Three or more of them, ſhall, by the ſaid Award or Inſtrument, appoint, ceaſe, determine, and be void; the reſpective Owners and Proprietors of the ſaid open and common Fields, common Paſtures, and com-

common and waſte Grounds, who have made any ſuch Leaſe or Leaſes, or Agreements, making ſuch Satisfaction to ſuch Leſſee or Leſſees, Tenant or Tenants, as the ſaid Commiſſioners, or their Succeſſors, or any Three or more of them, ſhall aſcertain as reaſonable to be paid to ſuch Leſſee or Leſſees, Tenant or Tenants, on account thereof, or as an Equivalent for the ſame.

Nothing to make void any Will or Settlement.

Provided always, and be it further Enacted, That nothing in this Act contained ſhall extend, or be conſtrued, adjudged, or taken to extend, to revoke, make void, alter, or annul, any Will or Wills, Settlement or Settlements, or to prejudice any Perſon or Perſons having any Right or Claim of Dower, Jointure, Portion, Debt, Rent, Out-rent, Fee-farm Rent, Incumbrance, or other Demand, out of, upon, or affecting, any Lands or Grounds ſo intended to be incloſed and divided, as aforeſaid, or any Part or Parcel thereof reſpectively (other than and except Leaſe or Leaſes, or Agreements, as aforeſaid); but that each and every Proprietor ſhall ſtand and be ſeiſed of and in the ſeveral Lands and Grounds to be aſſigned and allotted to him, her, or them, as aforeſaid, by the ſaid intended Diviſion and Incloſure as aforeſaid, to ſuch and the ſame Uſe, and for ſuch and the ſame Eſtates and Intereſts, and ſubject to ſuch and the ſame Wills, Powers, Proviſoes, Limitations, Truſts, Charges, Rents, Incumbrances, and Demands (other than and except Leaſe or Leaſes, or Agreements, as aforeſaid), as he, ſhe, or they reſpectively would have ſtood ſeiſed of and in his, her, or their ſeveral Lands and Grounds lying in the ſaid open and common Fields, common Paſtures, and common and waſte Grounds, ſo intended to be incloſed, as aforeſaid, in caſe the ſame had remained unincloſed, or this Act had not been made; any thing herein contained to the contrary thereof notwithſtanding.

Truſtees to accept Allotments for Perſons incapable.

Provided, and it is hereby Enacted, That Executors in Truſt, Guardians, Huſbands, or Truſtees, of or for any Perſon or Perſons under Age, or otherwiſe incapable by Law to accept ſuch Allotments as ſhall be made by the ſaid Commiſſioners, or their Succeſſors, or any Three or more of them, ſhall be, and are hereby, required and enabled to accept thereof, for and to the Uſe of ſuch Perſon or Perſons; and ſuch Acceptance ſhall be, and is hereby declared to be, as valid and effectual, as if the ſaid Perſons had been of Age, or capable of acting for themſelves.

Provided nevertheleſs, That any Non-claim or Non-acceptance of any Guardian, Huſband, Committee, Truſtee, Tenant for Life, or Attorney, ſhall not exclude, or any-ways prejudice, the Claim or Acceptance of any Infant, Feme Covert, or other Perſon under ſuch Diſability or Incapacity as aforeſaid, who ſhall claim or accept within One Year after ſuch Diſability or Incapacity is removed, or of any Perſon or Perſons intitled as Heir, or in Remainder after the Death of any Perſon dying under ſuch Diſability or Incapacity, who ſhall claim or accept within One Year after his, her, or their Right, Title, or Intereſt ſhall have deſcended to them, or accrued.

Proprietors of Lands may borrow Money to incloſe.

And whereas ſeveral of the Owners and Proprietors of the Lands and Grounds lying in the open and common Fields, common Paſtures, and common and waſte Grounds, ſo intended to be divided and incloſed as aforeſaid, his, her, or their Truſtee or Truſtees, Committee or Committees, Guardian or Guardians, may have Occaſion to borrow Money to pay and defray their reſpective Shares and Proportions of the Charges and Expences incident to, and attending, ſuch Incloſure and Diviſion, and the obtaining and paſſing this Act, and cannot, by reaſon of ſome Settlement already made of the Grounds, Lands, and Premiſes, or ſome Part thereof, or ſome other Impediment, Incapacity, or Incumbrance reſpectively affecting the ſame, make an effectual Security thereof for the Money wanted to be borrowed for the Purpoſes aforeſaid; **Be it therefore Enacted**, by the Authority aforeſaid, That it ſhall and may be lawful to and for the Huſbands, Guardians, Truſtees, or Committees, of any of the ſaid Owners or Proprietors, being under Coverture, Minors, Lunaticks, or beyond the Seas, and to and for every of them for the Time being, and to and for any of the ſaid Owners and Proprietors, being Tenants in Tail, or for Life only, and to and for every of them reſpectively for the Time being, by and with the Conſent and Approbation of the ſaid Commiſſioners, or their Succeſſors, or any Three or more of them, teſtified in Writing under their Hands and Seals, from time to time, to charge the Lands and Grounds, which ſhall be aſſigned and allotted to them the ſaid Owners and Proprietors reſpectively by virtue and in purſuance of this Act, with any Sum or Sums of Money for the Purpoſes before-mentioned; and, for ſecuring the Re-payment of ſuch Sum and Sums of Money, with Intereſt, to grant, mortgage, leaſe, or demiſe, or otherwiſe ſubject, the Lands and Grounds to be aſſigned and allotted, unto ſuch Perſon or Perſons as ſhall advance and lend the ſame reſpectively, for any Term or Number of Years, ſo as ſuch Grant or Demiſe be made with a Proviſo or Condition to ceaſe and be void, or with an expreſs Truſt to be ſurrendered, when ſuch Sum or Sums of Money thereby to be ſecured, with the Intereſt thereof, ſhall be fully paid and ſatisfied.

And it is hereby further Enacted and Declared, That every ſuch Grant, Mortgage, Leaſe, or Demiſe, of the ſaid Ground, Land, and Premiſes, or any Part or Parts thereof, ſo to be made in purſuance of this Act, ſhall be good, valid, and effectual in the Law for the Purpoſes thereby intended, notwithſtanding the Want of Title in the ſaid Husbands, Guardians, Truſtees, or Committees, or in the ſaid Tenants in Tail, or for Life; any Settlement, Will, Truſt, Uſe, Remainder, Limitation, or other Incumbrance, of or concerning the ſame Grounds, Lands, and Premiſes, or any Part or Parts thereof then in being, or capable of taking Effect, to the contrary notwithſtanding.

Commiſſioners to give Notice of their Meetings.

And it is hereby further Enacted, by the Authority aforeſaid, That the ſaid Commiſſioners, or their Succeſſors, or any Three or more of them, do and ſhall, and they are hereby required to give publick Notice in the Chapel of the Hamlet, Townſhip, or Village, of *Upton* aforeſaid, upon ſome *Sunday* immediately after Divine Service, of the Time and Place

Place of the First Meeting of the ſaid Commiſſioners for the Executing of the Powers hereby veſted in them, at leaſt Six Days before ſuch Meeting; and ſhall alſo give the like Notice of Six Days of every ſubſequent Meeting for putting in Execution the Powers veſted in them by this Act at the Chapel aforeſaid; Meetings by Adjournment only excepted.

Commiſſioners dying, or refuſing to act, others to be appointed.

And it is hereby further Enacted, by the Authority aforeſaid, That when and as often as any One or more of the ſaid Commiſſioners, appointed by this Act, or to be elected in the manner herein after-mentioned, ſhall die, or refuſe to act, the Perſons who, for the Time being, ſhall be intereſted reſpectively in the ſaid open and common Fields, common Paſtures, and common and waſte Grounds, ſo intended to be incloſed as aforeſaid, or the major Part of them in Number and Value, do and ſhall, from time to time, within Two Calendar Months next after the Death, or Refuſal of ſuch Commiſſioner or Commiſſioners to act, by Writing under their Hands and Seals, appoint One or more Commiſſioner or Commiſſioners, not intereſted in the ſaid intended Incloſure, inſtead of ſuch Commiſſioner or Commiſſioners dying, or refuſing to act, as aforeſaid; and every Commiſſioner or Commiſſioners, ſo to be appointed, ſhall have the like Power and Authority, by virtue of this Act, as the Commiſſioner or Commiſſioners, in whoſe Place or Places he or they ſhall ſucceed, was or were veſted with; provided that Notice be given in the Chapel of the Hamlet, Townſhip, or Village, of *Upton* aforeſaid, on ſome *Sunday* immediately after Divine Service, of the Time and Place of Meeting for chuſing ſuch Commiſſioner or Commiſſioners, at leaſt Fourteen Days before every ſuch Meeting.

Time of Acceptance of Allotments.

And whereas it is requiſite that ſome convenient Time ſhould be fixed for every Perſon, intitled to any Part of the ſaid intended Incloſure, to accept of their reſpective Allotments; **Be it therefore Enacted**, by the Authority aforeſaid, That all and every ſuch Perſon and Perſons ſhall, and they are hereby required to accept his, her, and their reſpective Allotments, within the Space of Six Calendar Months after the Execution of the aforeſaid Award or Inſtrument, and Notice to him, her, or them, reſpectively, given by the ſaid Commiſſioners, or their Succeſſors, or any Three or more of them, for that Purpoſe: And in caſe any Perſon or Perſons ſhall neglect or refuſe to accept his, her, or their Allotment or Allotments within the Time afore-mentioned, ſuch Perſon or Perſons, ſo neglecting or refuſing, ſhall be totally excluded from any Eſtate, Intereſt, or Right of Common, or other Property whatſoever, in or to any the Lands and Grounds aſſigned and allotted to any other Perſon or Perſons by virtue of this Act.

How the Expences of this Act, and of ſurveying, &c. are to be paid.

And it is hereby further Declared and Enacted, by the Authority aforeſaid, That the Charges and Expences of paſſing this Act, and all the Coſts and Charges attending the ſame, and the Coſts and Charges of ſurveying, admeaſuring, dividing, and allotting, the ſaid open and common Fields, common Paſtures, and common and waſte Grounds, ſo intended to be incloſed as aforeſaid, and of the preparing and inrolling the ſaid Award or Inſtrument, and all other the Charges and Expences of the ſaid Commiſſioners, and other neceſſary Expences about and concerning

 the

the ſaid Premiſes, ſhall be borne and defrayed by all the Proprietors and Owners of Lands in the ſaid open and common Fields, common Paſtures, common and waſte Grounds, ſo intended to be incloſed, according to the Value of the Lands and Grounds each Perſon ſhall have allotted to him, her, or them, by virtue of this Act; to be ſettled, adjuſted, and determined, by the ſaid Commiſſioners, or their Succeſſors, or any Three or more of them: And in caſe any of the Perſons aforeſaid ſhall refuſe or neglect to pay his, her, or their Share or Proportion, Shares or Proportions, of ſuch Charges and Expences, within the time to be limited by the ſaid Commiſſioners, or their Succeſſors, or any Three or more of them, to ſuch Perſon or Perſons as they, or any Three or more of them, ſhall appoint to receive the ſame, then the ſaid Commiſſioners, or their Succeſſors, or any Three or more of them, ſhall and may, by Warrant under their Hands and Seals, directed to any Perſon or Perſons whomſoever, cauſe the ſame to be levied by Diſtreſs and Sale of the Goods and Chattels of the Perſon or Perſons ſo neglecting or refuſing to pay the ſame; rendering the Overplus (if any) on Demand, to the Owner or Owners of ſuch Goods and Chattels, after deducting the Coſts and Charges of taking or making ſuch Diſtreſs and Sale.

A Saving of Rights to Lords of Manors.

Provided always, and it is hereby further Enacted and Declared, by the Authority aforeſaid, That nothing in this Act contained ſhall prejudice, leſſen, or defeat, the Right, Title, or Intereſt, of the Lord or Lords of any Manor or Manors, Lordſhip or Lordſhips, or reputed Manor or Manors, Lordſhip or Lordſhips, within the Juriſdiction or Limits whereof the ſaid open and common Fields, common Paſtures, and common and waſte Grounds, hereby intended to be incloſed, or any Part thereof, are lying or being, or of their Heirs or Aſſigns, of, in, and to the Seigniories and Royalties incident or belonging to ſuch Manors or Lordſhips, or reputed Manors or Lordſhips; but ſuch Lord or Lords, for the Time being, and all and every Perſon or Perſons claiming under him or them as Lord or Lords of the ſaid Manor or Manors, Lordſhip or Lordſhips, or reputed Manor or Manors, Lordſhip or Lordſhips, ſhall and may, from time to time, and at all times hereafter, hold and enjoy all Rents, Services, and Courts, Perquiſites and Profits of Courts, and all other Royalties and Privileges to the ſaid Manor or Manors, Lordſhip or Lordſhips, or reputed Manor or Manors, Lordſhip or Lordſhips, or to the Lord or Lords thereof, or to any claiming under him or them, incident, appendant, belonging, or appertaining (other than and except ſuch Common of Paſture or other Common-right as can or may be claimed by, or belong to, him or them reſpectively, in, over, and upon the Premiſes, ſo to be allotted to the ſeveral Proprietors as aforeſaid) in as full, ample, and beneficial Manner, to all Intents and Purpoſes, as they might have held or enjoyed the ſame before the Paſſing of this Act, or in caſe the ſame had never been made.

General Saving to the King, and others.

Saving to the KING's moſt Excellent MAJESTY, his Heirs and Succeſſors, and to all and every other Perſon and Perſons, Bodies Politick and Corporate, his, her, and their Heirs, Succeſſors, Executors, and Adminiſtrators (Other than and except the ſaid *Henry Tompkins*, *Head Plott*, *John Eldridge*, *Simon Eldridge*, *Thomas Fuller*, *Iſrael Pottenger*, *Joſeph Pomfrey*,

Pomfrey, *William Gammon*, and all other Perſons intereſted in, or intitled to, any of the Lands or Grounds in the ſaid common Fields, or to any Common Right ariſing in or within the ſaid open and common Fields, common Paſtures, and common and waſte Grounds, or to any Common Right ariſing in or within the ſame, his, her, and their Heirs, Succeſſors, Executors, and Adminiſtrators, reſpectively); All ſuch Eſtate, Right, Title, and Intereſt, as they, every or any of them, had and enjoyed of, in, to, or out of, the ſaid open and common Fields, common Paſtures, and common and waſte Grounds, ſo intended to be divided and incloſed, as aforeſaid, before the paſſing this Act, or could or ought to have had or enjoyed, in caſe the ſame had not been made; but no ſuch other Perſon or Perſons, Bodies Politick or Corporate, his, her, or their Heirs, Executors, Adminiſtrators, or Succeſſors, ſhall have Power to defeat the End and Deſign of this Act, by avoiding, impeaching, or in any-ways diſturbing, any of the ſeveral Diviſions, Allotments, or Appointments, of Lands and Grounds to be made in purſuance of this Act; but he, ſhe, and they ſhall be ſo far bound by this Act, as to accept the ſeveral Allotments and Appointments which ſhall be allotted and aſſigned by virtue of this Act, in lieu of all ſuch Lands, Grounds, and Common-right, as he, ſhe, or they ſhall claim to be intitled to, or would have been intitled to, in caſe this Act had not been made: And all and every ſuch other Perſon and Perſons, Bodies Politick and Corporate, his, her, and their Heirs, Executors, Adminiſtrators, and Succeſſors, ſhall be intitled to recover ſuch Lands and Grounds, Allotments or Appointments, ſo to be allotted and aſſigned in lieu, as aforeſaid, and no other, as fully as he, ſhe, or they would have been intitled to have recovered the Lands, Grounds, and Common-right, in lieu of which ſuch Allotments and Appointments ſhall be aſſigned and allotted, as aforeſaid.

An ACT *for Dividing and Incloſing certain open and common Fields, in the Hamlet, Townſhip, or Village of* Upton, *in the Pariſh of* Blewbury, *in the County of* Berks.

[1758.]

K Great Brit. - George II
[1]
No 36



31 Geo. II. c. 36

An ACT *for Confirming and Eſtabliſhing certain Articles of Agreement for Dividing and Incloſing the open Common Fields in the Pariſh of* Edithweſton, *in the County of* Rutland.

Whereas by Articles of Agreement indented, dated the Fourteenth Day of *December* One thouſand Seven hundred and Fifty-ſeven, and made, or mentioned to be made, between *Mary Lucas*, Widow, Lady of the Manor of *Edithweſton*, in the County of *Rutland*, and alſo Patroneſs of the Church and Pariſh-Church of *Edithweſton*, of the One Part; the Reverend *Richard Lucas*, Clerk, Rector of the Pariſh and Pariſh-Church of *Edithweſton*, and who, in Right of his Church and Rectory there, is intitled to the Tythes within the ſaid Pariſh, and alſo Owner and Proprietor, in Right of his ſaid Church and Rectory, of a certain Quantity of Land, commonly reputed One Yardland, and lying diſperſedly in the Common Fields of *Edithweſton* aforeſaid, Sir *John Heathcote*, Baronet, *Robert Tomblin*, of *Edithweſton*, Eſquire, *Ann Cooke*, of *Edithweſton*, Spinſter, *Wybrah Cooke*, of *Edithweſton*, Spinſter, *Thomas Cooke*, of *Edithweſton*, Farmer, *William Lawrence*, of *Preſton*, in the ſaid County of *Rutland*, Gentleman, *John Ridlington*, of *Edithweſton*, Farmer, *Robert Ridlington*, of *Stamford*, in the County of *Lincoln*, Tanner, *Thomas Iſlip*, of *Edithweſton*, Farmer, *John Tomblin*, of *Edithweſton*, Farmer, *Robert Wright*, of *Caſtor*, in the County of *Northampton*, Farmer, and *William Bellaers*, of *Edithweſton*, Baker, *William Dunmore*, of *Stamford* aforeſaid, Draper, *John Dunmore*, of *Knawſton*, in the ſaid County of *Rutland*, Farmer, *Robert Dunmore*, of *Aſhwell*, in the ſaid County of *Rutland*, Farmer, *Robert Iſlip*, of *Edithweſton*, Farmer, *Deborah Thorpe*, of *Edithweſton*, Widow, and *Elizabeth Bull*, of *Barrowdon*, in the ſaid County of *Rutland*, Widow, being the reſt of the Owners and Proprietors of Land or Common Rights in the ſaid open Common Fields of *Edithweſton*, of the other Part; reciting, That *Mary Lucas* is ſeiſed of the ſaid Manor, and of the Advowſon of the ſaid Pariſh and Pariſh-Church, and the ſaid *Richard Lucas* is intitled to the Reverſion (expectant on the Death of the ſaid *Mary Lucas*) of the ſaid Manor and Advowſon; and that ſeveral other Perſons are Owners and Proprietors of, or intitled unto, ſeveral Quantities, Shares, Parts, Parcels, and Proportions, of Land and Ground, and Right of Common, and other Rights and Intereſts of and in the ſaid open Common Fields, in the Manner and Propor-

Recital of Articles of Agreement.

tions following; (that is to say,) the said *Mary Lucas*, over and above the Soil of the Commons and waste Grounds, to Three Yardlands and an Half; the said *Richard Lucas*, in his own Right, to Three Yardlands, and also, in Right of his said Church and Rectory, to One Yardland; the said Sir *John Heathcote* to One Yardland and One Quarter of a Yardland; the said *Robert Tomblin* to Five Yardlands and an Half, and Half a Quarter of a Yardland; the said *Ann Cooke* and *Wybrah Cooke* to Two Yardlands and Three Quarters of a Yardland; the said *Thomas Cooke* to One Yardland and an Half; the said *William Lawrence* to Two Yardlands; the said *John Ridlington* to Three Yardlands and Three Quarters of a Yardland; the said *Robert Ridlington* to Half a Quarter of a Yardland; the said *Thomas Islip* to One Yardland; the said *John Tomblin* to Three Yardlands; the said *Robert Wright* and *William Bellaers*, between them, to One Yardland and One Quarter of a Yardland; the said *William Dunmore* to One Quarter of a Yardland; the said *John Dunmore* to Three Quarters of a Yardland; the said *Robert Dunmore* to Half a Yardland; the said *Robert Islip* to One Quarter of a Yardland; the said *Deborah Thorpe* to One Quarter of a Yardland; and the said *Elizabeth Bull* to One Quarter of a Yardland; in the open Common Fields, which together, by Estimation, amount to Twelve hundred Acres, or thereabouts; and that no other Person or Persons, Bodies Politic or Corporate, have or hath any Property, Right, Share, Title, or Interest, in the said open or Common Fields, save only the Dean and Chapter of the Cathedral Church of *Lincoln*, who are intitled to certain ancient Modusses or Rents issuing out of Twenty-four of the Yardlands in the said open and Common Fields; and that the said Lands lie intermixed, and dispersed in small Parcels, and are many of them inconveniently situated; and, by reason thereof, a sufficient Quantity of Manure and Compost cannot, without great Difficulty and Expence, be conveyed to the same, nor frequent Trespasses and Disputes amongst the several Proprietors and their Tenants of the said open Fields be prevented; and that the said Fields, by reason of the same being commonable and unincloſed, cannot be improved; but are capable of great Improvement, if the same were divided and incloſed; and that the yearly Value or Income of the said Glebe Lands lying dispersedly in the Field of *Edithweston* aforesaid, and of all the Tythes of the said open Fields, do not nor can, one Year with another, amount to more than the Sum of Eighty five Pounds Five Shillings; nor is there any Prospect of making any further Advantage thereof while the said Field Lands lie intermixed; but that it would be greatly to the Advantage of the said *Richard Lucas*, and his Successors Rectors of the Parish and Parish-Church for the Time being, to hold and enjoy the Parsonage-house, with the Yards, Gardens, and Appurtenances thereunto belonging, and also One Piece of Land, to contain One full Yardland, and to lie all together, in lieu and Exchange of the said Glebe Lands lying dispersedly in the said open Fields; and also to have and receive to him, and his Successors for ever, a yearly Composition or Sum of Four Pounds for every Yardland in the said open Fields, in lieu and Exchange of and for the said Tythes of the said Fields; and that such full Yardland, so to be allotted to the said *Richard Lucas* and his Successors, was thereby agreed to be annexed to the said Rectory for ever, as the Glebe thereof, and for the Advancement and Improvement of the said Rectory; and that such yearly Composition or Sum of Four Pounds for every Yardland was agreed by the said Parties to be paid by them, and their Heirs and Assigns respectively, to the said *Richard Lucas* and his Successors, in manner therein after-mentioned; and that the said Parties, for the better Improvement of their several and respective Estates, Rights, and Interests, in the said open Fields, were desirous, that the said open Common Fields may be divided and incloſed, and that such Parts and Shares thereof may be assigned to each Owner and Proprietor, as shall bear Proportion to the Quantities of Land in the said Fields, and their respective Interests therein; and therefore it was mutually agreed by and between all the Parties to the said Articles (excepting the said *Ann Cooke*, *Wybrah Cooke*, *Thomas Cooke*,

and

and *William Lawrence*), that the ſaid *Richard Lucas* and his Succeſſors ſhould hold in Severalty, for ever, One full Yardland, to be ſet out and allotted by the Commiſſioners therein after-named; and that the ſaid *Richard Lucas* and his Succeſſors ſhould take and receive One yearly Compoſition or Sum of Four Pounds, to be iſſuing out of each and every the other Yardlands in the ſaid Fields; and for that Purpoſe the ſaid *Mary Lucas*, Sir *John Heathcote*, *Robert Tomblin*, *Ann Cooke*, *Wybrab Cooke*, *Thomas Cooke*, *William Lawrence*, *John Ridlington*, *Robert Ridlington*, *Thomas Iſlip*, *John Tomblin*, *Robert Wright*, *William Bellaers*, *William Dunmore*, *John Dunmore*, *Robert Dunmore*, *Robert Iſlip*, *Deborah Thorpe*, and *Elizabeth Bull*, ſhould and would, at the Requeſt of the ſaid *Richard Lucas*, grant and aſſure unto him and his Succeſſors Rectors of the ſaid Pariſh, an Annuity or yearly Rent of Four Pounds, to be yearly iſſuing and payable out of each and every Yardland of the ſaid Parties, Proprietors of Lands in the ſaid open Common Fields, and ſo in proportion for a greater or leſſer Quantity than One Yardland, by Four equal quarterly Payments; that is to ſay, the Feaſt of the Nativity of our Lord Chriſt, the Annunciation of the Bleſſed Virgin *Mary*, the Feaſt of Saint *John* Baptiſt, and the Feaſt of Saint *Michael* the Archangel, in every Year, clear of all manner of Taxes, Charges, and Impoſitions whatſoever (except as is therein excepted); the Firſt Payment to begin and be made on the Feaſt of the Nativity of our Lord Chriſt One thouſand Seven hundred and Fifty-eight; with a Clauſe or Power for the ſaid *Richard Lucas* and his Succeſſors Rectors of the ſaid Pariſh and Pariſh-Church, to raiſe and levy ſuch quarterly Payments in ſuch manner as is therein mentioned; and that the ſaid Parties ſhould (as far as by Law they could) duly execute ſuch Deeds, Grants, and Conveyances, as might be neceſſary and convenient for the performing, perfecting, and eſtabliſhing the ſaid Articles, according to the true Intent and Meaning of the ſame; and that a Diviſion and Incloſure ſhould be made of the ſaid open or Common Fields, and that the ſame ſhould be divided, allotted, fenced out, and aſſigned, by the Commiſſioners therein after-named, unto and amongſt the ſeveral Owners and Proprietors, in proportion and according to their reſpective Shares, Rights, and Intereſts therein, in manner thereby particularly directed and preſcribed; and did thereby nominate and appoint *Thomas Barker*, of *Lindon*, in the ſaid County of *Rutland*, Eſquire, *Richard Sharpe*, of *Wing*, in the ſaid County of *Rutland*, Eſquire, *John Ponton*, of *Little Ponton*, in the ſaid County of *Lincoln*, Gentleman, *William Gilſon*, of *Greetham*, in the ſaid County of *Rutland*, Grazier, and *Robert Hotchkin*, of *Uppingham*, in the ſaid County of *Rutland*, Eſquire, their Commiſſioners or Agents; with full Powers for them, or any Three or more of them, to order a Survey to be taken of the ſaid Fields, and to ſet out and allot the ſame in ſuch manner as is therein mentioned; and that Application ſhould be made this Seſſion of Parliament for obtaining an Act for the better making and confirming the ſaid Diviſions and Incloſures, and for the abſolute and ſpecifick Performance and Confirmation of the ſaid Agreement, and for the ſettling, fixing, and aſcertaining the ſeveral Allotments and Diviſions according to the ſaid Agreement; and that the Charges in and about the ſolliciting ſuch Act of Parliament, and all other incidental Charges and Expences of, touching, and concerning ſuch Incloſures, and Diviſions and Allotments, to be made purſuant to the ſaid Articles, ſhould be jointly borne and paid in manner therein mentioned; but that the ſaid *Mary Lucas* ſhould and might have the Liberty of chuſing the Two Furlongs at *Brakehill* Gate to be taken in and included in her Firſt Allotment; and the ſaid *Richard Lucas* and his Succeſſors ſhould thereafter have and enjoy all ſuch other Tythes, Tenths, Oblations, and other Parochial Dues or Payments, as have been formerly had and enjoyed out of, or for or in reſpect of, all the other Lands, Tenements, and Hereditaments, lying and being in the ſaid Pariſh of *Edithweſton*, and not being Part of the ſaid open Common Fields:

But although ſuch Diviſion and Incloſure will tend to the Advantage of all Perſons intereſted in the ſaid Common Fields, **Yet** the ſame cannot be effectually made and eſtabliſhed without the Aid and Authority of Parliament;

May it therefore pleaſe Your MAJESTY,

That it may be **Enacted**; **And be it Enacted**, by the KING's moſt Excellent MAJESTY, by and with the Advice and Conſent of the Lords Spiritual and Temporal, and Commons, in this preſent Parliament aſſembled, and by the Authority of the ſame, That the ſaid Articles of Agreement herein before in part recited, bearing Date the Fourteenth Day of *December* One thouſand Seven hundred and Fifty-ſeven, and all the Covenants, Articles, Clauſes, Powers, Authorities, Proviſions, Orders, and Directions, therein mentioned and contained, ſhall be, and the ſame are hereby, eſtabliſhed, ratified, and confirmed, according to the Purport and true Meaning thereof, and ſhall be binding and concluſive to all Perſons who now are, or ſhall be hereafter, intereſted in the ſaid open Common Fields, as well to Infants as to all other Perſons whatſoever; and ſhall be obſerved and performed as fully and effectually, to all Intents, Conſtructions, and Purpoſes, as if the ſame were inſerted and enacted in the Body of this preſent Act.

Articles confirmed.

And be it further Enacted and Declared, by the Authority aforeſaid, That *Thomas Barker*, of *Lindon*, in the County of *Rutland*, Eſquire, *Robert Hotchkin*, of *Uppingham*, in the ſaid County, Eſquire, *Richard Sharpe*, of *Wing*, in the ſaid County, Eſquire, *John Ponton*, of *Little Ponton*, in the County of *Lincoln*, Gentleman, and *William Gilſon*, of *Greetham*, in the ſaid County of *Rutland*, Grazier, the Commiſſioners nominated in the ſaid Articles of Agreement, ſhall be, and are hereby appointed, Commiſſioners; and they, or any Three or more of them, are hereby fully authorized and impowered to put in Execution the ſaid Articles of Agreement, and this preſent Act.

Commiſſioners.

And be it further Enacted, by the Authority aforeſaid, That the ſaid Commiſſioners, or any Three or more of them, ſhall cauſe a true and perfect Survey to be made of all the Lands and Grounds in the ſaid open Common Fields on or before the Firſt Day of *September* One thouſand Seven hundred and Fifty-eight, or as ſoon thereafter as conveniently may be, by ſuch Perſon or Perſons as they the ſaid Commiſſioners, or any Three or more of them, ſhall for that Purpoſe appoint: And ſuch Survey ſhall be reduced into Writing, and the Quantity of the Land and Ground belonging to each Proprietor ſhall be therein ſet forth and deſcribed; and the ſaid Survey ſhall be laid before the ſaid Commiſſioners, or any Three or more of them, as ſoon as the ſame ſhall be completed: And the ſaid Commiſſioners, or any Three or more of them, ſhall, on or before the Fourteenth Day of *December* One thouſand Seven hundred and Fifty-eight, divide, ſet out, aſcertain, and allot, the ſaid open Common Fields, by Metes and Bounds, unto and amongſt the ſeveral Owners and Proprietors thereof, in proportion to their ſeveral Intereſts, Right of Common, and other Properties therein, in ſuch manner, and according to ſuch Rules, Orders, and Directions, as in the ſaid Articles of Agreement are mentioned and preſcribed; and that the ſeveral Lands and Grounds, ſo to be aſſigned, divided, ſet out, or allotted unto the ſeveral Proprietors, ſhall be in full Bar of, and in Satisfaction and Compenſation for, their Intereſts and Properties in the ſaid open Common Fields before the Paſſing of this Act, or immediately before the Execution of the Award herein after-mentioned; and in full Bar of, and in Satisfaction and Compenſation for, all Property, Right of Common and Feeding whatſoever, of any Perſon or Perſons then, or thereafter, in, over, and upon the ſaid open Common Fields.

Commiſſioners to cauſe a Survey to be made,

and reduced into Writing.

Provided always, That the Allotment or Allotments to be made to the ſaid Sir *John Heathcote*, in lieu of his preſent Property in the ſaid open Fields, ſhall be made in the *Mill Field*, and ſhall abut upon, or lie as near as conveniently may be to, the Manor of *Normanton*; and ſuch Allotment, or One of ſuch Allotments, ſhall adjoin to the Land now in the Occupation of *John Springthorpe*. Allotment to Sir John Heathcote.

And be it further Enacted, by the Authority aforeſaid, That the ſaid Commiſſioners, or any Three or more of them, may, and they are hereby impowered to ſet out and appoint ſuch publick and private Roads, Ditches, Fences, Drains, Bridges, Gates, and Stiles, as they ſhall think neceſſary or convenient, in, over, and upon the Lands and Grounds ſo to be divided and incloſed as aforeſaid; and alſo order, direct, and appoint, by whom, and in what manner, ſuch Roads, Ditches, Fences, Drains, Bridges, Gates, and Stiles, reſpectively, ſhall be made, maintained, ſupported, cleanſed, and kept: And it ſhall not be lawful for any Perſon or Perſons whatſoever to uſe any Way or Paſſage over the ſaid Lands and Grounds ſo to be divided and incloſed, other than ſuch as ſhall be laid out by virtue of this Act. Roads, &c. to be laid out.

Provided always, That if it ſhall happen, that any Perſon ſhall have any Timber-trees growing on any Part of the ſaid Fields, and ſhall not have the Lands whereon ſuch Timber is ſtanding allotted him, her, or them; each and every ſuch Perſon or Perſons, or his, her, or their Agent or Agents, ſhall and may paſs over ſuch Parts of the Lands as ſhall be neceſſary for felling and taking away ſuch Timber, in the next Seaſon for felling after the Paſſing of this Act, or in the Firſt felling Time in One thouſand Seven hundred and Fifty-nine; any thing herein contained to the contrary notwithſtanding. Timber-trees to be taken away by Owners.

And be it further Enacted, by the Authority aforeſaid, That the ſaid Commiſſioners, or any Three or more of them, ſhall, on or before the Fourteenth Day of *December* One thouſand Seven hundred and Fifty-eight, form and draw up an Award, in Writing, expreſſing the Quantity, in Statute Meaſure, of the Acres, Roods, and Perches, contained in the ſaid open Common Fields, and the Quantity, and every Part and Parcel thereof, aſſigned and allotted to each of the Parties intitled to and intereſted in the ſame, and a Deſcription of the Situation, Buttals, and Boundaries, of each Parcel and Allotment reſpectively, and proper Orders and Directions concerning the Roads, Fences, Ditches, Drains, Bridges, Gates, and Stiles, to be made, laid out, maintained, and repaired, as aforeſaid; and alſo all ſuch other Orders, Regulations, and Determinations, as they the ſaid Commiſſioners, or any Three or more of them, ſhall think neceſſary or proper for carrying into effectual Execution the ſaid Articles of Agreement, and this preſent Act, conformable to the true Tenor and Purport thereof: And the ſaid Award ſhall be fairly ingroſſed upon Parchment, and ſigned and ſealed by the ſaid Commiſſioners, or any Three or more of them; and the ſaid Award and alſo the ſaid Articles of Agreement ſhall be inrolled with the Clerk of the Peace for the ſaid County of *Rutland*, within Six Calendar Months after the Execution of ſuch Award, to the end Recourſe may be had to the ſame by any Perſon or Perſons intereſted in the ſaid Diviſion and Incloſure; and a true Copy thereof, or of any Part thereof, ſhall, from time to time, be admitted and allowed, in all Courts whatſoever, as legal Evidence, and which Copy the Clerk of the Peace, for the Time being, for the ſaid County, is hereby required to make and deliver to any Perſon or Perſons requeſting the ſame, he, ſhe, or they, paying for ſuch Copy after the Rate of Two Pence for every Seventy-two Words; and the ſeveral Allotments, Partitions, Diviſions, Orders, Directions, Regulations, and Determinations, ſo made and expreſſed by the ſaid Commiſſioners, or any Three or more of them, in and by Award to be drawn up.

ſuch Award, ſhall be binding and concluſive unto and upon all and every the ſeveral and reſpective Parties intereſted in and intitled unto the ſeveral and reſpective Grounds, Lands, and Premiſes, ſo intended to be incloſed as aforeſaid, and their Heirs, Succeſſors, Executors, Adminiſtrators, and Aſſigns.

Allowance in lieu of Tythes.

And be it further Enacted, by the Authority aforeſaid, That for and in Conſideration, and in lieu of all Tythes within, or in reſpect of, the Lands in the ſaid open common Fields hereby intended to be divided and incloſed, there ſhall be paid to the ſaid *Richard Lucas*, and his Succeſſors Rectors of the ſaid Pariſh, by the ſeveral and reſpective Perſons who ſhall be, from time to time, intitled to, or poſſeſſed of, any Allotment or Allotments which ſhall be made by virtue of this Act, an annual Sum or yearly Rent after the Rate of Four Pounds for every Yard-land, and ſo in proportion for any greater or leſſer Quantity than One Yard-land, by Four equal Quarterly Payments in the Year; that is to ſay, the Feaſt of the Nativity of our Lord Chriſt, the Annunciation of the Bleſſed Virgin *Mary*, the Feaſt of Saint *John* the Baptiſt, and the Feaſt of Saint *Michael* the Archangel, in every Year, clear of all manner of Taxes, Charges, and Impoſitions whatſoever (the Land Tax and Poor Rates only excepted); the Firſt Payment to begin and be made on the Feaſt of the Nativity of our Lord Chriſt One thouſand Seven hundred and Fifty-eight: And if any of the ſaid Quarterly Payments ſhall be behind and unpaid by the Space of Thirty Days next after any of the Days herein before limited for that Purpoſe, it ſhall be lawful, from time to time, for the ſaid *Richard Lucas*, and his Succeſſors Rectors of the ſaid Pariſh for the Time being, and he and they is and are hereby fully impowered to enter and diſtrain upon the Premiſes, for and in reſpect whereof ſuch Payment ſhall be in Arrear and unpaid, and to keep and deal with the Diſtreſs and Diſtreſſes which ſhall be ſo taken, as in other Caſes of Diſtreſſes for an Annuity or Rent-charge is and are uſually done; and that it ſhall be lawful for the ſaid *Richard Lucas*, and his Succeſſors Rectors of the ſaid Pariſh for the Time being, and he and they is and are hereby fully impowered, to ſell the Diſtreſs or Diſtreſſes ſo taken, if not redeemed, in Five Days after the Taking thereof, by Payment of ſuch Annuity or Rent-charge, and all Arrears thereof, and the Charge of ſuch Diſtreſs and Diſtreſſes; rendering the Overplus (if any be) to the Perſon or Perſons ſo making Default in Payment: And from and after the ſaid Twenty-fifth Day of *December* One thouſand Seven hundred and Fifty-eight, all Tythes to the Rector of the ſaid Pariſh for and in reſpect of the ſaid Lands hereby intended to be divided and incloſed, ſhall ceaſe and be extinguiſhed.

Truſtees, &c. may accept Allotments.

And be it further Enacted, by the Authority aforeſaid, That, in caſe any Perſon or Perſons ſeiſed or intitled in his, her, or their own Right, or as Guardian, Truſtee, or Committee, for any Infant, Feme Covert, or Lunatick, or Perſon beyond the Seas, ſhall neglect or refuſe to accept and incloſe his, her, or their Share or Allotment, within the time and in ſuch manner as the ſaid Commiſſioners, or any Three or more of them, ſhall, by ſuch Award, direct and appoint, then the ſaid Commiſſioners, or any Three or more of them, ſhall and may, and they are hereby impowered, by Indenture, under their Hands and Seals, to mortgage and convey ſuch Shares and Allotments unto any Perſon or Perſons who ſhall be willing to incloſe, bank, hedge, ditch, and fence, the ſame reſpectively, his, her, or their Heirs or Aſſigns, for ſecuring ſuch Sum of Money, to be expreſſed in ſuch Indenture, as by the ſaid Commiſſioners, or any Three or more of them, ſhall be thought neceſſary to pay and defray the Expences of ſuch incloſing, banking, hedging, and fencing, with Intereſt, not exceeding Four Pounds *per Centum per Annum*, within a reaſonable Time in ſuch Mortgage to be limited, ſubject to Redemption by the Perſon or Perſons intitled to ſuch Shares and Allotments reſpectively, upon Payment of ſuch Principal and Intereſt Money within the Time ſo to be limited, and not otherwiſe.

Provided always, and it is hereby further Enacted, by the Authority aforeſaid, That Executors in Truſt, Guardians, Huſbands, or Truſtees, of or for any Perſon or Perſons under Age, or otherwiſe incapable by Law to accept ſuch Allotments, ſhall be, and are hereby required and enabled to accept thereof for and to the Uſe of ſuch Perſon or Perſons; and ſuch Acceptance ſhall be, and is hereby declared to be, as valid and effectual as if the ſaid Perſons had been of Age or capable of acting for themſelves.

Provided always, and it is hereby further Enacted, That nothing in this Act contained ſhall revoke, make void, alter, or annul, any Settlement, Deed, Will, or Leaſe, whatſoever, or prejudice any Perſon or Perſons having any Right or Claim of Dower, Jointure, Portion, Debt, Rent, Incumbrance, or other Demand, out of, upon, or affecting any of the Lands or Grounds ſo intended to be incloſed and divided as aforeſaid, or any Part or Parcel thereof; but that the Lands and Grounds ſo to be aſſigned and allotted, upon the ſaid Diviſion, to the ſeveral Proprietors reſpectively, ſhall, immediately after the Execution of the ſaid Award, be, remain, and enure, and be held and enjoyed, and the ſeveral Proprietors, to whom the ſame ſhall be aſſigned and allotted, ſhall, from thenceforth, ſtand and be ſeiſed and poſſeſſed thereof reſpectively, ſubject and liable to the ſame Uſes, and for ſuch and the ſame Eſtates and Intereſts, and ſubject to ſuch and the ſame Wills, Leaſes, Powers, Proviſoes, Limitations, Remainders, Truſts, Charges, Rents, Incumbrances, and Demands, as he, ſhe, or they, reſpectively, ſhould and would have ſtood ſeiſed of and in his, her, or their ſeveral Lands and Grounds lying in the ſaid open Common Fields, in caſe this Act had not been made; any thing herein contained to the contrary thereof notwithſtanding. Act not to revoke any Will, &c.

And be it further Enacted, by the Authority aforeſaid, That the ſaid Commiſſioners, or any Three or more of them, ſhall give or cauſe publick Notice to be given, in the Pariſh Church of *Edithweſton* aforeſaid, upon ſome *Sunday* immediately after Divine Service, of the Time and Place of their Firſt and of every ſubſequent Meeting for the Execution of the ſaid Articles of Agreement and this Act, at leaſt Five Days before every ſuch Meeting ſhall be held. Notices of Commiſſioners Meetings.

And be it further Enacted, by the Authority aforeſaid, That as often as any One of the ſaid Commiſſioners or their Succeſſors ſhall die, or refuſe to act, the remaining Commiſſioners, or the major Part of them, ſhall, from time to time, within Two Calendar Months next after ſuch Death or Refuſal, by Writing under their Hands and Seals, appoint One other Commiſſioner, not intereſted in the ſaid intended Incloſure, inſtead of each Commiſſioner ſo dying or refuſing to act; and every ſuch Commiſſioner, ſo to be appointed, ſhall have the like Power to act in the Execution of this Act, as the Commiſſioner in whoſe Place he ſhall ſucceed was veſted with; which Writing ſhall, within Thirty Days after the Execution thereof, be inrolled with the Clerk of the Peace for the ſaid County of *Rutland*; and a true Copy thereof ſhall be admitted and allowed in all Courts whatſoever as legal Evidence. Election of Commiſſioners.

And be it further Enacted, by the Authority aforeſaid, That nothing in this Act contained ſhall prejudice the Right, Title, or Intereſt, of any Lord or Lords, Lady or Ladies, of the Manor or Lordſhip of *Edithweſton*, or of his, her, or their Heirs or Aſſigns, of, in, or to the Seigniory, Royalties, Rights, and Services, incident and belonging to the ſaid Manor or Lordſhip; but that ſuch Lord or Lords, Lady or Ladies, for the Time being, and all ſuch Perſons claiming under, or in Truſt for him, her, or them, ſhall and may, from time to time, for ever hereafter, hold and enjoy all Rents, Services, Rights, Royalties, Courts, Perquiſites, and Profits of Courts, and all other Royalties, Privileges, and Juriſdictions, to the Saving of Lord of Manor's Rights.

the ſaid Manor or Lordſhip, or to the Lord or Lords, Lady or Ladies, thereof, or to any claiming under him, her, or them, incident, appendant, belonging or appertaining (other than and except ſuch Property, Common of Paſture, or other Common Rights, as can or may be claimed or belonging to him, her, or them, in the ſaid open Common Fields, as Owner or Owners of Lands or Tenements in the ſaid Manor or Pariſh) in as ample and beneficial Manner, to all Intents and Purpoſes, as he, ſhe, or they, ought or might have held and enjoyed the ſame before the Paſſing of this Act, or in caſe the ſame had never been made.

Expences of the Act.

And it is hereby further Enacted, by the Authority aforeſaid, That the Expences of paſſing this Act, and of the ſurveying, dividing, and allotting the ſaid open Common Fields, of the preparing and inrolling the ſaid Award, and all other the Expences of the ſaid Commiſſioners, and other neceſſary Charges in and about the Premiſes, ſhall be paid, borne, and defrayed, by the Owners and Proprietors, and Perſons that now are, or ſhall at any time hereafter be, intereſted in the ſaid Diviſion, in proportion to their reſpective Shares, Intereſts, and Properties, therein: And if any Diſpute ſhall ariſe concerning any Share or Proportion of ſuch Expences or Charges, the ſame ſhall be ſettled and determined by the ſaid Commiſſioners, or any Three or more of them: And in caſe any Perſon or Perſons ſhall refuſe or neglect to pay his, her, or their Share or Proportion of ſuch Charges or Expences within the Time to be limited by the ſaid Commiſſioners, or any Three or more of them, to ſuch Perſon or Perſons as they ſhall appoint to receive the ſame, then the ſaid Commiſſioners, or any Three or more of them, ſhall and may, by Warrant, under their Hands and Seals, directed to any Perſon whatſoever, cauſe to ſame to be levied by Diſtreſs and Sale of the Goods and Chattels of the Perſon or Perſons ſo refuſing or neglecting to pay the ſame; rendering the Overplus (if any) to the Owner or Owners of ſuch Goods and Chattels, after deducting the Coſts and Charges of taking and making ſuch Diſtreſs and Sale; or otherwiſe it ſhall be lawful for the ſaid Commiſſioners, or any Three or more of them, or ſuch Perſon or Perſons as they, or any Three or more of them, ſhall appoint, to enter into and upon the Premiſes, ſo to be allotted to ſuch Perſon or Perſons, and to take and receive the Rents and Profits thereof reſpectively, until thereby the Share or Shares, Proportion or Proportions, of the ſaid Charges and Expences, and alſo all Coſts and Charges occaſioned by ſuch Entry and Perception of ſuch Rents and Profits, ſhall be fully ſatisfied.

Sir John Heathcote's Right of Paſſage ſaved.

And whereas Sir *John Heathcote*, Baronet, Lord of the Manor of *Normanton*, hath, according to the ancient Cuſtom of the Country, a Right of Paſſage of Sixteen Feet and One Half in Breadth, on the Side of the Manor of *Edithweſton* adjoining to the ſaid Manor of *Normanton*, for the Conveyance of Timber and Materials for fencing; **Be it therefore Enacted**, by the Authority aforeſaid, That nothing herein contained, or to be done in purſuance hereof, or of the ſaid Articles of Agreement, ſhall in any-wiſe affect, prejudice, or leſſen the ſaid Right; but that the ſaid Commiſſioners, or any Three or more of them, ſhall and may, in their ſaid Award, eſtabliſh ſuch Regulations, or give ſuch Directions, in relation thereto, as they the ſaid Commiſſioners, or any Three or more of them, ſhall think proper for aſcertaining ſuch Right, and for preventing all Diſputes relating thereto.

Allowance to Church of Lincoln in lieu of Tythes.

And whereas the Dean and Chapter of the Cathedral Church of *Lincoln* are intitled to a Tythe out of Twenty-four of the Yardlands within the ſaid open Common Fields, for which an antient Rate or Compoſition hath been allowed and taken, of Thirty Sheaves of Wheat, and Thirty Sheaves of Oats, when ſuch Yardlands have been ſowed with Wheat or Oats reſpectively; in order therefore to allow the ſaid Dean and Chapter a proper Equivalent for the ſaid Tythe, **Be it Enacted**,

Enacted, That, from and after the Making the ſaid Award, the ſeveral Proprietors of all or any Part of the Allotments which ſhall be made, in lieu of the ſaid Twenty-four Yardlands, ſhall yearly and every Year render and deliver to the ſaid Dean and Chapter, or their Leſſees, Tenants, or Agents, Two Strikes and One Half Strike of Wheat, and alſo Two Strikes and One Half Strike of Oats, for every ſuch Yardland, in proportion to each Perſon's Intereſt therein, in ſuch manner as ſhall be aſcertained by the ſaid Commiſſioners in their ſaid Award; and the ſaid *Richard Lucas*, Rector of the ſaid Pariſh, and his Succeſſors, Rectors of the ſaid Pariſh, for the Time being, ſhall, from and after the making the ſaid Award, yearly and every Year, in like manner, render and deliver to the ſaid Dean and Chapter, their Leſſees, Tenants, or Agents, Twelve Strikes of Wheat, and alſo Twelve Strikes of Oats; the Firſt Delivery of all which Wheat and Oats ſhall be made on the Firſt *Monday* in *December* next ſucceeding the making of ſuch Award, and ſo, in like manner, on the Firſt *Monday* in *December* in every ſucceeding Year: And, in Default therein, the ſaid Dean and Chapter, their Leſſees, Tenants, or Agents, ſhall, from time to time, proceed in ſuch manner for the Recovery of ſuch Wheat and Oats, or any Part thereof, as they might have proceeded before the Making of this Act for the Recovery of the ſaid Tythe, or any Part thereof; and that, from and after the Making of the ſaid Award, the ſaid Tythe ſhall ceaſe and determine.

Provided always, and be it Enacted, That the ſaid Two Strikes and One Half Strike of Wheat, and the ſaid Two Strikes and One Half Strike of Oats, ſo to be rendered and delivered as aforeſaid, ſhall be delivered to the ſaid Dean and Chapter, or their Leſſees, Tenants, or Agents, clear of all Deductions or Expences whatſoever, at the Porch of the Pariſh Church of *Edithweſton* aforeſaid, on the Firſt *Monday* in *December* in every Year, between the Hours of Ten of the Clock in the Morning and Four in the Afternoon; any thing herein before contained to the contray notwithſtanding.

Provided always, and be it further Enacted, by the Authority aforeſaid, That nothing contained in, or to be done by virtue of, this Act ſhall extend, or be conſtrued to extend, in any-wiſe to affect, prejudice, or leſſen, the Right of the Hoſpital of St. *Ann*, commonly called *The Old Hoſpital*, in *Oakham*, in the County of *Rutland*, to certain ancient Rents or Chief Rents, payable in reſpect of certain Houſes in the ſaid Town of *Edithweſton*, and of certain Lands in the ſaid open Fields; but that all ſuch Rents ſhall, for ever hereafter, continue to be charged and chargeable upon, and iſſuing and payable out of, the ſeveral and reſpective Houſes and Lands, which have heretofore been chargeable therewith to the ſaid Hoſpital, in ſuch and the ſame Manner, to all Intents and Purpoſes, as they would have been if this Act had not been made. Saving of Rights of Oakham Hoſpital.

Saving always to the KING's moſt Excellent MAJESTY, his Heirs and Succeſſors, and to all and every other Perſon or Perſons, Bodies Politic and Corporate, his, her, and their Heirs, Succeſſors, Executors, and Adminiſtrators, all ſuch Eſtate, Right, Title, Intereſt, Claim, and Demand (Other than thoſe meant or intended to be barred and deſtroyed by this Act and the ſaid Articles of Agreement); Which they, every or any of them, had and enjoyed of, in, to, or out of, the ſaid open Common Fields, before the Paſſing of this Act, or could or might have had or enjoyed in caſe the ſame had not been made. General Saving.

An ACT *for Confirming and Eſtabliſhing certain Articles of Agreement for Dividing and Incloſing the open Common Fields in the Pariſh of* Edithweſton, *in the County of* Rutland.

K Great Brit. - George II
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[1]
c. 37 § 38 not printed
No 39
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31 Geo. II. c. 39.

AN

ACT

FOR

Separating Lawrence *Earl* Ferrers *from* Mary *Counteſs* Ferrers, *his Wife, for the Cruelty of the ſaid Earl; and for Settling a Maintenance for the ſaid Counteſs out of the Eſtate of the ſaid Earl.*

IN moſt humble Manner Sheweth and Complaineth to Your Moſt Excellent MAJESTY, your obedient Subject *Mary* Counteſs *Ferrers*, Wife of the Right Honourable *Lawrence* Earl *Ferrers*, That, in *September* One thouſand Seven hundred and Fifty-two, ſhe was married to the ſaid Earl, and cohabited with him till lately, behaving herſelf as an affectionate and dutiful Wife; notwithſtanding which, your ſaid Subject hath, for the greateſt Part of the Time ſince her Marriage, and without any Sort of Provocation on her Part, been barbarouſly and inhumanly treated, abuſed, and beaten, by the ſaid Earl; who hath alſo frequently threatened, and actually attempted at ſeveral Times, to deſtroy her; inſomuch that ſhe has

 been

been reduced to the unhappy Neceſſity of applying to a Court of Juſtice for Preſervation of her Life:

THAT the Earl, after diſobeying Two ſucceſſive Writs of *Habeas Corpus*, and ſtanding out an Attachment iſſued againſt him, was at length compelled to produce your ſaid Subject in the Court of King's Bench; where, in *Hilary* Term One thouſand Seven hundred and Fifty-ſeven, ſhe exhibited Articles of the Peace againſt him, and he in *Eaſter* Term following was admitted to Bail, upon entering into a Recognizance, with Two Sureties, in the Sum of Ten thouſand Pounds, for keeping the Peace towards your ſaid Subject:

THAT your Subject being fully convinced, from the Earl's barbarous and cruel Behaviour, that ſhe could never ſafely live and cohabit with him, but under perpetual and diſmal Apprehenſions, and in imminent Danger of loſing her Life, did therefore, in *April* One thouſand Seven hundred and Fifty-ſeven, inſtitute a Suit in the Biſhop of *London*'s Conſiſtory Court for a Divorce and Separation from Bed and Board from the ſaid Earl, her Huſband, by reaſon of Cruelty, and for a reaſonable Alimony; to which the Earl appeared, and your ſaid Subject gave in her Libel; but he, in order to delay the Proceeding, refuſing to put in his Anſwers, your Subject was under a Neceſſity of proceeding to Excommunication for his Contempt; whereupon the ſaid Earl was pronounced Excommunicate:

THAT your ſaid Subject having taken Shelter at the Earl of *Weſtmoreland*'s Houſe, and being the laſt Summer at his Lordſhip's Seat in the County of *Kent*, he, the ſaid Earl *Ferrers*, under the moſt ſacred Promiſe of doing nothing inconſiſtent with the ſtricteſt Rules of Civility, was permitted to ſee her there; when, in breach of his Recognizance, and ſolemn Promiſe juſt mentioned, and without any Sort of Provocation, he moſt violently aſſaulted your ſaid Subject, intending, in all Appearance, to ſhoot her; ſince, being immediately ſecured and ſearched, there were found in his Pockets Four Piſtols primed, and loaded with Powder and Ball:

THAT the ſaid Earl being thereupon taken into Cuſtody, your ſaid Subject exhibited farther Articles of the Peace againſt him; and in *Hilary* Term laſt he was admitted to Bail, upon his entering into a Recognizance, with Two Sureties, in the farther Sum of Ten thouſand Pounds, to keep the Peace, and be of good Behaviour towards all your Majeſty's liege Subjects:

THAT Endeavours having been uſed by Friends for referring to, and ſettling by, Arbitration, the unhappy Differences between your ſaid Subject and the ſaid Earl, your ſaid Subject apprehenſive that by the many Delays he could, and which ſhe had all Reaſon imaginable to believe he would, uſe for obſtructing her Relief in the ordinary Courſe of proceeding, ſo as to render it impracticable, ſhe conſented to ſuch Settlement, upon the Earl's previouſly agreeing that ſhe ſhould live ſeparate and apart from him; and thereupon, by Conſent of all Parties, Bonds of Arbitration were entered into;

whereby

whereby all Differences and Diſputes were left to the Award and Determination of *George Hay* and *John Betteſworth*, Doctors of Laws, *Fletcher Norton* and *Kingſmill Evans*, Eſquires:

THAT the ſaid Arbitrators having met at Mr. *Evans*'s Houſe, on *Monday* the Twenty-ſeventh Day of *February* laſt, in order to proceed on the Arbitration; the Earl having given in a falſe Eſtimate of his Eſtate, and being detected therein, by Violence prevented the ſaid Arbitrators from proceeding; who would not act farther in the ſaid Arbitration:

THAT the Earl generally goes armed with loaded Piſtols, and in his Rage and Fury hath attempted the Lives of ſeveral of your Majeſty's liege Subjects; and is ſo regardleſs of any legal Ties or Obligations, that, by open and deliberate Acts of Violence, he hath already forfeited the ſaid Two Recognizances in Ten thouſand Pounds each, and is become ſo implacable towards your ſaid Subject, that, if ſhe ſhould be again in his Power, ſhe, in her Conſcience, verily believes he would deprive her of Life:

Therefore, for your ſaid Subject's Relief and Security;

May it pleaſe Your MAJESTY;

Out of your Princely Goodneſs and Compaſſion to your ſaid Subject's diſtreſſed and dangerous Situation, That it may be **Enacted**; **And be it Enacted**, by the KING's moſt Excellent MAJESTY, by and with the Advice and Conſent of the Lords Spiritual and Temporal, and the Commons, in this preſent Parliament aſſembled, and by the Authority of the ſame, That for the Cruelty of the ſaid *Lawrence* Earl *Ferrers* to the ſaid *Mary* Counteſs *Ferrers*, his Wife, and for that there can be no ſufficient Security for the Safety of the ſaid *Mary* Counteſs *Ferrers* from the farther Cruelty of the ſaid Earl, but by a Separation from him, they, the ſaid Earl and Counteſs, ſhall from henceforth be ſeparated, and not obliged to bed, table, or cohabit together; but it ſhall be lawful for each of them to live ſeparate and apart from each other during their joint Lives, notwithſtanding their ſaid Marriage; and that the ſaid Counteſs may lawfully live where ſhe ſhall think fit, ſeparate and apart from the ſaid Earl; and that it ſhall and may be lawful for all Perſons to receive and entertain her, without the Let, Hinderance, or Diſturbance, of the ſaid Earl; and that it ſhall not be lawful for the ſaid Earl, or any by his Orders, to ſeize the Perſon of the ſaid Counteſs, or any way confine, diſturb, or moleſt her, on account of their ſaid Marriage, or any other Account, Reaſon, or Pretext whatſoever.

And whereas the ſaid *Lawrence* Earl *Ferrers* is ſeiſed, for the Term of his natural Life, without Impeachment of Waſte, of all that the Manor or Lordſhip of *Staunton Heralte*, with the Rights, Members, and Appurtenances, in the County of *Leiceſter*, and of divers Meſſuages, Lands, Tenements, and Hereditaments, in *Staunton Heralte* and *Worthington*, in the ſaid County of *Leiceſter*; and alſo of all thoſe the Manors or Lordſhips

of

of *Shirley*, *Brailsford*, *Ednaſton*, and *Yeaveley*, with their and every of their Rights, Members, and Appurtenances, in the County of *Derby*, and of divers other Manors, Meſſuages, Lands, Tenements, and Hereditaments, in *Shirley*, *Brailsford*, *Ednaſton*, *Yeaveley*, and *Longford*, or elſewhere, in the ſaid County of *Derby*; and alſo of all that the Manor or Lordſhip of *Sutton Bonnington*, with the Rights, Members, and Appurtenances thereof, in the County of *Nottingham*, and of divers Meſſuages, Lands, Tenements, and Hereditaments in *Sutton Bonnington*, or elſewhere, in the ſaid County of *Nottingham*; and alſo of all that the Manor, Lordſhip, Caſtle, and Parks, of *Chartley*, and the Manors or Lordſhips of *Weſton upon Trent*, *Dreington*, *Amberton*, *Geyton*, *Heywood Magna*, *Heywood Parva*, *Huxton*, *Greenley*, *Frodſwell*, *Stow*, *Moreton*, and *Lea*, with their and every of their Rights, Members, and Appurtenances, in the County of *Stafford*, and of divers Meſſuages, Lands, Tenements, and Hereditaments, in *Chartley*, *Weſton upon Trent*, *Dreington*, *Amberton*, *Geyton*, *Heywood Magna*, *Heywood Parva*, *Huxton*, *Greenley*, *Frodſwell*, *Stow*, *Moreton*, *Newcaſtle under Line*, *Gratwich*, and *Blythefield*, in the ſaid County of *Stafford*:

And whereas the ſaid Earl is ſeiſed in Fee-ſimple of all thoſe the Manors or Lordſhips of *Aſtwell* and *Falcot*, with their Rights, Members, and Appurtenances, in the County of *Northampton*, and of divers Meſſuages, Lands, Tenements, and Hereditaments, in the Pariſhes of *Wappenham* and *Syſham*, in the ſaid County of *Northampton*:

And whereas the ſaid Earl, upon the Death or Marriage of the Right Honourable *Selina* Counteſs Dowager *Ferrers*, will become ſeiſed, for the Term of his natural Life, without Impeachment of Waſte, of all thoſe the Manors or Lordſhips of *Ragdale*, *Ratcliffe*, *Sileby*, and *Willows*, with their Rights, Members, and Appurtenances, in the ſaid County of *Leiceſter*, and of divers Meſſuages, Lands, Tenements, and Hereditaments, in *Ragdale*, *Ratcliffe*, *Sileby*, *Willows*, and *Thurſlington*, in the ſaid County of *Leiceſter*, which the ſaid *Selina* Counteſs Dowager *Ferrers* is intitled to during her Life or Widowhood:

And whereas the ſaid Manors, Lordſhips, Meſſuages, Lands, Tenements, Hereditaments, and Premiſes, in the ſaid Counties of *Leiceſter*, *Derby*, *Nottingham*, and *Northampton*, are ſubject and liable to the following Incumbrances; (that is to ſay,) To the principal Sums of Five thouſand Pounds to the Right Honourable the Counteſs of *Huntingdon*; Nine thouſand Pounds to the Repreſentatives of Mrs. *Amy Caſtleton*; Seven thouſand Two hundred and Fifty-one Pounds Ten Shillings and Six Pence to Mr. *Frederick Zincke*; and Two thouſand Pounds to Mr. *Clarke*:

And whereas the ſaid Manors, Lordſhips, Caſtle, Meſſuages, Lands, Tenements, Hereditaments, and Premiſes, in the ſaid County of *Stafford*, are ſubject to Annuities, of One hundred Pounds a Year each, to the Honourable *George Shirley*, *Sewallis Shirley*, and *John Shirley*, Eſquires, during their reſpective Lives; and to the following Incumbrances; (that is to ſay,) To the principal Sum of Twenty-three thouſand Pounds to the Repreſentatives of

Biſſe

Biſſe Richards, Eſquire, and the Sum of Two thouſand Two hundred and Forty-ſeven Pounds and Seventeen Shillings to Mr. *Turner*:

And whereas the ſaid Manors, Lordſhips, Meſſuages, Lands, Tenements, Hereditaments, and Premiſes, in the ſaid Counties of *Leiceſter*, *Derby*, *Nottingham*, and *Stafford*, are charged with an Annuity or Rent-charge of Eight hundred Pounds *per Annum* to the Honourable *Ann Shirley*, Widow, the ſaid Earl's Mother, during her Life, and alſo with the Sum of Fifteen thouſand Pounds for Portions for the ſaid Earl's Brothers and Siſters:

For a Proviſion therefore for the Maintenance of the ſaid *Mary* Counteſs *Ferrers*, during the Life of the ſaid Earl, **Be it further Enacted**, by the Authority aforeſaid, That all and ſingular the ſaid Manors, Lordſhips, Caſtle, Meſſuages, Lands, Tenements, Hereditaments, and Premiſes, ſituate, lying, and being in the ſaid Counties of *Leiceſter*, *Derby*, *Nottingham*, *Stafford*, and *Northampton*, with their and every of their Rights, Members, and Appurtenances (ſave and except the ſaid Earl's Manſion-houſe and Gardens at *Stanton Heralte*, in the ſaid County of *Leiceſter*, and the Park thereunto belonging), ſhall be, and are hereby, veſted in Sir *William Meredith*, of *Hanbury*, in the County of *Cheſter*, Baronet, *Thomas Cholmondeley*, of *Vale Royal*, in the ſaid County of *Cheſter*, Eſquire, *William Dowdeſwell*, of *Pool Court*, in the County of *Worceſter*, Eſquire, and *Gould Clarges*, of the Pariſh of *Saint George Hanover Square*, in the County of *Middleſex*, Eſquire, (ſubject to the ſaid Jointure of the ſaid *Selina* Counteſs Dowager *Ferrers*, the ſaid Annuities, of One hundred Pounds a Year each, to the ſaid *George*, *Sewallis*, and *John Shirley*, and the ſaid Annuity or Rent-charge of Eight hundred Pounds a Year to the ſaid *Ann Shirley*, Widow, during her Life; and alſo ſubject and without Prejudice to all and every the Mortgages and Incumbrances already made thereof, or of any Part thereof, for good and valuable Conſiderations, and to ſuch Leaſes as are already made of the Premiſes, or any Part thereof, or which hereafter ſhall be made by virtue of any Power ſaved or given by this Act): And that they the ſaid Sir *William Meredith*, *Thomas Cholmondeley*, *William Dowdeſwell*, and *Gould Clarges*, their Executors, Adminiſtrators, and Aſſigns, ſhall be poſſeſſed of, and have and hold the ſaid Manors, Lordſhips, Caſtle, Meſſuages, Lands, Tenements, Hereditaments, and Premiſes, except as aforeſaid, from henceforth, for the Term of Ninety-nine Years, without Impeachment of Waſte, in Truſt nevertheleſs, and to the Intent and Purpoſe, that, by and out of the Rents and Profits of the ſaid Premiſes, after Payment of the Intereſt of the ſaid ſeveral Incumbrances, and the ſaid Annuities or Rent-charges, the full yearly Sum of Three hundred Pounds of lawful Money of *Great Britain*, ſhall and may, during the joint Lives of the ſaid *Lawrence* Earl *Ferrers*, *Mary* Counteſs *Ferrers*, *Selina* Counteſs Dowager *Ferrers*, and *Ann Shirley*, Widow, be raiſed, and, by the Receiver herein after appointed, paid at or in the common Dining-hall of *Lincoln's-Inn*, in the County of *Middleſex*, without any Abatement or Deduction whatſoever for or in reſpect of Taxes or Impoſitions impoſed, or to be impoſed, by Parliament, or otherwiſe, or for the collecting and re-receiving thereof, or of any Part thereof, or other Charges whatſoever, by

Two equal Payments, at the Two moſt uſual Feaſts or Days of Payment in the Year; (that is to ſay,) at the Feaſt of the Annunciation of the Bleſſed Virgin *Mary*, and the Feaſt of Saint *Michael* the Archangel, into the proper Hands of the ſaid *Mary* Counteſs *Ferrers*, for her own diſtinct, ſeparate, and proper Uſe, or into the Hands of ſuch Perſon or Perſons, or to ſuch Uſes, Intents, and Purpoſes, as the ſaid *Mary* Counteſs *Ferrers*, by any Writing under her Hand, atteſted by Two credible Witneſſes (not to be ſubject to the Controul of the ſaid Earl *Ferrers*) ſhall, from time to time, direct, nominate, and appoint, and to no other Uſe, Intent, or Purpoſe whatſoever; the Firſt Payment to be made at the Feaſt of Saint *Michael* the Archangel, which ſhall be in the Year of our Lord One thouſand Seven hundred and Fifty-eight: And upon this further Truſt, that the Overplus of the Rents and Profits of the ſaid Premiſes, during the joint Lives of the ſaid *Lawrence* Earl *Ferrers*, *Mary* Counteſs *Ferrers*, *Selina* Counteſs Dowager *Ferrers*, and *Ann Shirley*, Widow, may be paid unto the ſaid *Lawrence* Earl *Ferrers*, and his Aſſigns.

Provided always, and be it Enacted, by the Authority aforeſaid, That, upon the Death of any of them, the ſaid *Lawrence* Earl *Ferrers*, *Mary* Counteſs *Ferrers*, *Selina* Counteſs Dowager *Ferrers*, or *Ann Shirley*, Widow, and Payment or Satisfaction of all Arrears of the ſaid Annuity or yearly Payment of Three hundred Pounds, which, at ſuch Death, ſhall be due and unpaid, together with all Coſts and Charges in and about the Execution of the ſaid Truſt, the ſaid Annuity or yearly Payment of Three hundred Pounds ſhall ceaſe, determine, and be no longer payable: And, in caſe of the Death of the ſaid *Selina* Counteſs Dowager *Ferrers*, and *Ann Shirley*, Widow, or either of them, in the Life-time of the ſaid *Lawrence* Earl *Ferrers*, and *Mary* Counteſs *Ferrers*, in farther Truſt, that by and out of the Rents and Profits of the ſaid Manors, Lordſhips, Meſſuages, Lands, Tenements, Hereditaments, and Premiſes, after ſuch Payments thereout as aforeſaid, the ſaid Receiver may raiſe and pay the full yearly Sum of Six hundred Pounds of lawful Money of *Great Britain*, during the joint Lives of the ſaid *Lawrence* Earl *Ferrers*, and *Mary* Counteſs *Ferrers*, at or in the common Dinning-hall of *Lincoln's-Inn* aforeſaid, without any Abatement or Deduction whatſoever for or in reſpect of Taxes or Impoſitions impoſed, or to be impoſed, by Parliament, or otherwiſe, or for collecting or receiving thereof, or for any Part thereof, or other Charges whatſoever, by Two equal Payments, at the Two moſt uſual Feaſts or Days of Payment in the Year; (that is to ſay,) at the Feaſt of the Annunciation of the Bleſſed Virgin *Mary*, and the Feaſt of Saint *Michael* the Archangel, into the proper Hands of the ſaid *Mary* Counteſs *Ferrers*, for her own diſtinct, ſeparate, and proper Uſe, or into the Hands of ſuch Perſon or Perſons, or to ſuch Uſes, Intents, and Purpoſes, as the ſaid *Mary* Counteſs *Ferrers*, by any Writing under her Hand, atteſted by Two credible Witneſſes (not to be ſubject to the Controul of the ſaid Earl *Ferrers*) ſhall, from time to time, direct, nominate, and appoint, and to no other Uſe, Intent, or Purpoſe whatſoever; the Firſt Payment to be made at the Feaſt-day which ſhall firſt happen next after the Death of the ſaid *Selina* Counteſs Dowager *Ferrers*, and *Ann Shirley*,

ley, Widow, or either of them: And upon this farther Truſt, that the Overplus of the Rents and Profits of the ſaid Premiſes, during the joint Lives of the ſaid *Lawrence* Earl *Ferrers*, and *Mary* Counteſs *Ferrers*, may be paid unto the ſaid *Lawrence* Earl *Ferrers*, and his Aſſigns.

Provided always, and be it Enacted, by the Authority aforeſaid, That, upon the Death of either of them the ſaid *Lawrence* Earl *Ferrers* and *Mary* Counteſs *Ferrers*, and Payment or Satisfaction of the Arrears of the ſaid Annuity or yearly Payment of Six hundred Pounds, which, at the Death of either of them the ſaid *Lawrence* Earl *Ferrers*, and *Mary* Counteſs *Ferrers*, ſhall be unpaid, together with all Coſts and Charges in and about the Execution of the ſaid Truſts, the ſaid Annuity or yearly Payment of Six hundred Pounds ſhall ceaſe, determine, and be no longer payable; and then alſo the ſaid Term of Ninety-nine Years ſhall ceaſe, determine, and be void.

And, for the more punctual and regular Payment of the ſaid Annuities to the ſaid *George*, *Sewallis*, and *John Shirley*, and the ſaid Annuity or Rentcharge to the ſaid *Ann Shirley*, Widow, and the Intereſt of the ſaid ſeveral Incumbrances, and of the Annuities or Sums of Money hereby provided for the Maintenance of the ſaid *Mary* Counteſs *Ferrers*, **Be it further Enacted**, by the Authority aforeſaid, That *John Johnſon*, of *Staunton Heralte* aforeſaid, in the ſaid County of *Leiceſter*, Gentleman, ſhall be and is hereby appointed Receiver of all and ſingular the ſaid Manors, Lordſhips, Meſſuages, Lands, Tenements, Hereditaments, and Premiſes, hereby veſted in them the ſaid Sir *William Meredith*, *Thomas Cholmondeley*, *William Dowdeſwell*, and *Gould Clarges*, during the ſaid Term of Ninety-nine Years, determinable as aforeſaid (except ſuch Part thereof as is in Jointure to the ſaid *Selina* Counteſs Dowager *Ferrers*, during the Continuance of ſuch Jointure): And it ſhall and may be lawful to and for the ſaid *John Johnſon*, and he is hereby impowered, to receive all Arrears of the Rents, Iſſues, and Profits, of the ſaid Manors, Lordſhips, Meſſuages, Lands, Tenements, Hereditaments, and Premiſes, now due, and the Rents, Iſſues, and Profits, of the ſame Premiſes, which hereafter, during the ſaid Term of Ninety-nine Years, determinable as aforeſaid, ſhall grow and become due: And it ſhall and may be lawful to and for all and every the Tenant and Tenants of the ſaid Manors, Lordſhips, Meſſuages, Lands, Tenements, Hereditaments, and Premiſes, and they are hereby required, to pay to the ſaid *John Johnſon* the Rents and Profits of the ſame Premiſes; and that the Receipt and Receipts of the ſaid *John Johnſon* ſhall be good and ſufficient Diſcharges for the ſame: And in default of Payment thereof, or of any Part thereof, it ſhall and may be lawful to and for the ſaid *John Johnſon*, in the Name of the ſaid Sir *William Meredith*, *Thomas Cholmondeley*, *William Dowdeſwell*, and *Gould Clarges*, and the Survivors and Survivor of them, and the Executors, Adminiſtrators, or Aſſigns, of ſuch Survivor, to enter into and upon the ſaid Manors, Lordſhips, Meſſuages, Lands, Tenements, Hereditaments, and Premiſes, and there to diſtrain for ſuch Rents as ſhall be in Arrear; and ſuch Diſtreſs or Diſtreſſes as ſhall be there found to take,

take, lead, drive, carry away, and impound; and, if ſuch Rents ſhall not be thereupon paid, to ſell and diſpoſe of ſuch Diſtreſs or Diſtreſſes, according to the Law in that Caſe made and provided: Or otherwiſe it ſhall and may be lawful to and for the ſaid *John Johnſon*, in the Names of them the ſaid Truſtees, to ſue for and proſecute, in any of the Courts of Law or Equity, all or every, or any, of the Tenant or Tenants of the ſaid Premiſes, that ſhall, from time to time, during the ſaid Term of Ninety-nine Years, determinable as aforeſaid, be in Arrear of his, her, or their Rents, and to proceed in ſuch Suit and Suits until ſuch Rents ſhall be fully paid and ſatisfied; and to act and do all and every ſuch Act and Acts, Thing and Things, whatſoever, for the raiſing, receiving, taking, and getting in, the Rents, Iſſues, and Profits, of the ſaid Manors, Lordſhips, Meſſuages, Lands, Tenements, Hereditaments, and Premiſes, and every or any Part thereof, as he the ſaid *Lawrence* Earl *Ferrers* could or might have done in caſe this Act had not been made, in Truſt nevertheleſs, and for the Intents and Purpoſes herein after mentioned and declared of and concerning the ſame; that is to ſay, in Truſt, in the Firſt place, by and out of the clear Rents, Iſſues, and Profits, of the ſaid Manors, Lordſhips, Meſſuages, Lands, Tenements, Hereditaments, and Premiſes, from time to time, during the ſaid Term of Ninety-nine Years, determinable as aforeſaid, to pay and keep down the Arrears and growing Payments of the Intereſt of the ſeveral Mortgages and Incumbrances upon or affecting the ſame, to the ſeveral Perſons intitled thereto reſpectively, and the ſaid Annuities or Rent-charges payable thereout to the ſaid *George, Sewallis*, and *John Shirley*, and the ſaid *Ann Shirley*, Widow, according to their reſpective Priorities; and in the next Place, the ſaid Annuities or yearly Sums hereby provided for the Maintenance of the ſaid *Mary* Counteſs *Ferrers*, at the Days and Times, in and by the Proportions, and in the Manner herein before directed for the Payment thereof: And laſtly, after all the Coſts and Charges of the ſaid Truſtees in the Execution of the ſaid Truſts ſhall be paid and ſatisfied, to pay the Overplus of the Rents, Iſſues, and Profits, of the ſaid Premiſes, to the ſaid *Lawrence* Earl *Ferrers* and his Aſſigns.

And be it further Enacted, by the Authority aforeſaid, That in caſe the ſaid *John Johnſon* ſhall die, or refuſe to act in collecting and receiving the Rents and Profits of the ſaid Manors, Lordſhips, Meſſuages, Lands, Tenements, Hereditaments, and Premiſes, that then, and in ſuch Caſe, it ſhall be lawful to and for the ſaid *Mary* Counteſs *Ferrers*, or any Perſon or Perſons intereſted in the Rents and Profits of the ſame Premiſes, by and under the Truſts aforeſaid, to apply, in a ſummary Way, by Petition, to the Lord High Chancellor, Lord Keeper, or Lords Commiſſioners for the Cuſtody of the Great Seal, of *Great Britain*, for the Time being, to appoint ſome other Perſon to be Receiver of the Rents and Profits of the ſaid Premiſes, in the room of the ſaid *John Johnſon*: And it ſhall and may be lawful to and for the ſaid Lord Chancellor, Lord Keeper, or Lords Commiſſioners for the Cuſtody of the Great Seal of *Great Britain*, to appoint ſuch Perſon to be Receiver of the Rents and Profits of the ſame Premiſes for the Purpoſes aforeſaid, as he or they ſhall think fit, and ſo as often afterwards

wards as ſuch Receiver ſhall happen to die, or refuſe to act; and that ſuch Receiver, to be appointed as aforeſaid, ſhall have ſuch and the ſame Powers and Authorities for the collecting and receiving the Rents and Profits of the ſaid Manors, Lordſhips, Meſſuages, Lands, Tenements, Hereditaments, and Premiſes, for the Purpoſes aforeſaid, and for giving Diſcharges for the ſame, as are by this Act given to the ſaid *John Johnſon*.

And be it further Enacted, by the Authority aforeſaid, That it ſhall and may be lawful to and for the ſaid Sir *William Meredith*, *Thomas Cholmondeley*, *William Dowdeſwell*, and *Gould Clarges*, and the Survivors and Survivor of them, and the Executors and Adminiſtrators of ſuch Survivor, in caſe the ſaid *John Johnſon*, or ſuch Receiver to be appointed as aforeſaid, ſhall miſbehave himſelf in the Execution of the ſaid Truſts, to apply, in a ſummary Way, by Petition, to the Lord Chancellor, Lord Keeper or Lords Commiſſioners for the Cuſtody of the Great Seal of *Great Britain*, for the Time being, to remove the ſaid *John Johnſon*, or any other Receiver to be appointed as aforeſaid, from being Receiver of the Rents and Profits of the ſaid Manors, Lordſhips, Meſſuages, Lands, Tenements, Hereditaments, and Premiſes, and for the ſaid Lord Chancellor, Lord Keeper, or Lords Commiſſioners for the Cuſtody of the Great Seal, if he or they ſhall ſee Cauſe, to remove ſuch Receiver accordingly, and to appoint another in his room, with ſuch Powers and Authorities as are herein before given to the ſaid *John Johnſon*.

And be it further Enacted, by the Authority aforeſaid, That the ſaid *John Johnſon*, and every Receiver to be appointed as aforeſaid, ſhall once in every Year at leaſt account before the ſaid Sir *William Meredith*, *Thomas Cholmondeley*, *William Dowdeſwell*, and *Gould Clarges*, or the Survivors or Survivor of them, or the Executors or Adminiſtrators of ſuch Survivor, at ſuch Time and Place as they ſhall appoint, for his Receipts and Payments in and about the Premiſes: And it ſhall and may be lawful to and for the ſaid Truſtees to ſettle ſuch Receiver's Accounts; and, if they ſhall find the ſame to be juſt and true, to allow thereof; and that the Allowance of ſuch Receiver's Accounts, under the Hands of the ſaid Truſtees, ſhall be final, and a ſufficient Diſcharge to the ſaid *John Johnſon*, and ſuch Receiver to be appointed as aforeſaid, for the ſame; and the ſaid *John Johnſon*, and every Receiver to be appointed as aforeſaid, ſhall give Security, to be approved of by the ſaid Truſtees, for his duly accounting before them as aforeſaid, and for his due Performance of the Truſts hereby in him repoſed.

Provided always, and be it Enacted, by the Authority aforeſaid, That it ſhall and may be lawful to and for the ſaid *John Johnſon*, and every other Receiver to be appointed as aforeſaid, to retain to and for his own Uſe, out of the Rents and Profits of the ſaid Manors, Lordſhips, Meſſuages, Lands, Tenements, Hereditaments, and Premiſes, the Sum of One hundred Pounds yearly and every Year, for his Care and Trouble in receiving the Rents and Profits of the ſaid Premiſes; any thing herein contained to the contrary thereof in any-wiſe notwithſtanding.

And be it Enacted, by the Authority aforeſaid, That it ſhall not be lawful to or for the ſaid *Lawrence* Earl *Ferrers*, at any Time hereafter, during the ſaid Term of Ninety-nine Years, determinable as aforeſaid, to renew any Leaſe or Leaſes of the ſaid Manors, Lordſhips, Meſſuages, Lands, Tenements, Hereditaments, and Premiſes, or any Part thereof; but that the ſaid Sir *William Meredith*, *Thomas Cholmondeley*, *William Dowdeſwell*, and *Gould Clarges*, and the Survivors and Survivor of them, and the Executors and Adminiſtrators of ſuch Survivor, ſhall have ſuch and the ſame Power of making Leaſes of the Premiſes, from time to time, during the ſaid Term, determinable as aforeſaid, as the ſaid *Lawrence* Earl *Ferrers* would or might have had in caſe this Act had not been made: And That it ſhall and may be lawful to and for the ſaid Sir *William Meredith*, *Thomas Cholmondeley*, *William Dowdeſwell*, and *Gould Clarges*, and the Survivors and Survivor of them, and the Executors and Adminiſtrators of ſuch Survivor, in his or their own Name or Names, to renew any Leaſe or Leaſes of the ſaid Premiſes, which the ſaid *Lawrence* Earl *Ferrers* could or might have renewed in caſe this Act had not been made; and that ſuch Leaſe or Leaſes are hereby made as good and valid as if granted by the ſaid Earl; and that the Fines to be received upon ſuch Leaſe or Leaſes, and the Rents which ſhall grow due upon the ſame, ſhall, during the ſaid Term, determinable as aforeſaid, be paid to the ſaid *John Johnſon*, or ſuch Receiver to be appointed as aforeſaid, for the Purpoſes by this Act directed.

And whereas the ſaid *Lawrence* Earl *Ferrers* is become intitled to the Sum of Six thouſand Pounds, Part of a Sum of Ten thouſand Pounds, directed to be raiſed by and out of the ſaid Manors, Lordſhips, Meſſuages, Lands, Tenements, and Hereditaments, in the ſaid Counties of *Leiceſter*, *Derby*, *Nottingham*, and *Northampton*, under and by virtue of a Term of Five hundred Years, created in and by a certain Indenture of Settlement, bearing Date the Twelfth Day of *March* One thouſand Seven hundred and Twenty-one; but the ſame is aſſigned as a collateral Security for Sums of Money due upon the Security of the ſaid Premiſes: And the ſaid *Lawrence* Earl *Ferrers* is intereſted in, or intitled to, ſo much and ſuch Part of the ſaid Premiſes as is or are charged with the ſaid Sum of Six thouſand Pounds, for the Reſidue now to come of the ſaid Term of Five hundred Years, ſubject as aforeſaid:

And whereas the ſaid *Lawrence* Earl *Ferrers* is alſo become intitled to the further Sum of Two thouſand Seven hundred and Forty-eight Pounds Nine Shillings and Six Pence, Part of a Sum of Fifteen thouſand Pounds, directed to be raiſed by and out of the ſaid Manors, Lordſhips, Meſſuages, Lands, Tenements, and Hereditaments, in the ſaid Counties of *Leiceſter*, *Derby*, *Nottingham*, and *Northampton*, under and by virtue of a Term of Five hundred Years, created in and by a certain Indenture of Settlement, bearing Date the Eleventh Day of *June* One thouſand Seven hundred and Fifteen, and under and by virtue of a Term of Four hundred Years, created in and by the ſaid Indenture of Settlement, bearing Date the Twelfth Day of *March* One thouſand Seven hundred and Twenty-one, ſubject to the Claim and Intereſt therein of Mr. *Frederick Zincke*, to whom the

the ſame is aſſigned as a collateral Security for the Sum of Two thouſand Two hundred and Fifty-one Pounds Ten Shillings and Six Pence, and alſo to a Mortgage thereof made to Mr. *Clarke* for the Sum of Two thouſand Pounds: And the ſaid *Lawrence* Earl *Ferrers* is intereſted in, or intitled unto, ſo much and ſuch Part of the ſaid Premiſes as is or are charged with the ſaid Sum of Two thouſand Seven hundred and Forty-eight Pounds Nine Shillings and Six Pence, for the Reſidue now to come of the ſaid Terms of Five hundred Years and Four hundred Years, ſubject to the ſaid Incumbrances thereon:

Be it Enacted, by the Authority aforeſaid, That the ſaid *Lawrence* Earl *Ferrers*, or any Perſon or Perſons claiming or to claim by, from, or under him (ſave and except the Perſon or Perſons to whom the ſame are aſſigned as a Security, as aforeſaid, his, her, or their reſpective Executors or Adminiſtrators) ſhall not at any time hereafter, during the joint natural Lives of the ſaid *Lawrence* Earl *Ferrers* and *Mary* Counteſs *Ferrers*, by virtue of the ſaid Terms, or either of them, or his or their Intereſt therein, by being intitled to the ſaid Sums of Six thouſand Pounds and Two thouſand Seven hundred and Forty-eight Pounds Nine Shillings and Six Pence, or either of them, enter into or upon the ſaid Manors, Lordſhips, Meſſuages, Lands, Tenements, Hereditaments, and Premiſes, or any Part thereof, or moleſt or diſturb the ſaid Sir *William Meredith*, *Thomas Cholmondeley*, *William Dowdeſwell*, and *Gould Clarges*, or the Survivors or Survivor of them, or the Executors, Adminiſtrators, or Aſſigns, of ſuch Survivor, in the Poſſeſſion and Enjoyment of the ſame Premiſes, or any Part thereof, for and during the ſaid Term of Ninety-nine Years, determinable as aforeſaid.

And whereas there is now due and in Arrear, for Intereſt of ſeveral of the ſaid Incumbrances, the Sum of Three thouſand Two hundred and Sixty-five Pounds, Three Shillings, and Six Pence:

And whereas the ſaid Sum may be raiſed by Sale of Timber upon the ſaid Premiſes;

Be it Enacted, by the Authority aforeſaid, That, for Payment of the ſaid Sum of Three thouſand Two hundred and Sixty-five Pounds, Three Shillings, and Six Pence, Arrears of Intereſt now due, it ſhall and may be lawful to and for the ſaid *John Johnſon*, or ſuch Receiver to be appointed as aforeſaid, and he is hereby required, by and with the Conſent and Approbation of the ſaid Sir *William Meredith*, *Thomas Cholmondeley*, *William Dowdeſwell*, and *Gould Clarges*, as ſoon as conveniently may be, to fell and cut down ſo much Timber upon the ſaid Premiſes as will raiſe the ſaid clear Sum of Three thouſand Two hundred and Sixty-five Pounds Three Shillings and Six Pence; and to pay and apply the Money, ſo to be raiſed, in Payment of the ſaid Arrear of Intereſt now due upon the Security of the ſaid Premiſes.

And whereas large Sums of Money have been expended in carrying on the ſaid Suit in the Biſhop of *London*'s Conſiſtory Court, in ſeveral Applications

tations to the Court of King's Bench for the ſaid Counteſs's Security, in maintaining her ſince ſhe left the ſaid Earl, and in carrying on and obtaining this Act; **Be it Enacted**, by the Authority aforeſaid, That *Peter Holford*, Eſquire, and *Thomas Harris*, Eſquire, Two of the Maſters in the High Court of Chancery, ſhall and they are hereby required, as ſoon as conveniently may be, to proceed, in a ſummary Way, to tax and ſettle the Bills of Coſts of the ſeveral Perſons who have been concerned for the ſaid *Mary* Counteſs *Ferrers* in the ſaid Suit in the Conſiſtory Court of the Biſhop of *London*, in the ſeveral Applications to the Court of King's Bench for the ſaid Counteſs's Security, and in carrying on and obtaining this Act; and ſhall certify, under their Hands, the Sum total which the ſame, when ſo taxed and ſettled, ſhall amount unto.

And be it further Enacted, by the Authority aforeſaid, That, for raiſing and paying what ſhall be ſo certified to have been expended as aforeſaid, all and ſingular the ſaid Manors, Lordſhips, Meſſuages, Lands, Tenements, Hereditaments, and Premiſes, in the ſaid County of *Northampton*, with their and every of their Rights, Members, and Appurtenances, ſhall be, and hereby are, veſted in *Frederick Campbell*, of the *Middle Temple*, *London*, Eſquire, and *Theophilus Meredith*, of the Pariſh of *Saint Margaret*, *Weſtminſter*, in the County of *Middleſex*, Eſquire; and they the ſaid *Frederick Campbell* and *Theophilus Meredith*, their Executors, Adminiſtrators, and Aſſigns, ſhall ſtand and be poſſeſſed of, and hold and enjoy, the ſame, from henceforth, for and during the Term of Five hundred Years, without Impeachment of Waſte (ſubject to all and every the Leaſes and Incumbrances already made thereof, or of any Part thereof, for good and valuable Conſiderations), in Truſt, and to the Intent and Purpoſe, that they the ſaid *Frederick Campbell* and *Theophilus Meredith*, their Executors, Adminiſtrators, and Aſſigns, ſhall, by Sale or Mortgage thereof, or of any Part thereof, for the ſaid Term of Five hundred Years, raiſe ſo much Money as ſhall be ſufficient to pay off and diſcharge all and every the Sum and Sums of Money expended, as aforeſaid, in carrying on the ſaid Suit, in the ſeveral Applications to the Court of King's Bench, in carrying on and obtaining this Act, and the Sum of Three hundred Pounds for the ſaid Counteſs's Maintenance ſince ſhe left the ſaid Earl, and the Coſts and Charges of the ſaid Truſtees in raiſing the ſame; and ſhall pay what ſhall be ſo raiſed to the Perſon or Perſons intitled to receive the ſame reſpectively: And in caſe there ſhall be any Overplus of the Money raiſed by ſuch Sale or Mortgage to be made, as aforeſaid, over and above the Money herein before directed to be raiſed; then the ſaid *Frederick Campbell* and *Theophilus Meredith*, their Executors and Adminiſtrators, ſhall pay ſuch Overplus to the ſaid *Lawrence* Earl *Ferrers*, his Executors, Adminiſtrators, and Aſſigns: And from and after the Raiſing of the ſeveral Sums of Money ſo certified to have been laid out and expended as aforeſaid, and the ſaid Sum of Three hundred Pounds for the ſaid Counteſs's Maintenance ſince ſhe left the ſaid Earl, and the Charges of the ſaid Truſtees, as aforeſaid, the ſaid *Frederick Campbell* and *Theophilus Meredith*, and the Survivor of them, and the Executors and Adminiſtrators of ſuch Survivor, ſhall ſtand poſſeſſed of ſo much of the ſaid Manors, Lordſhips, Meſſuages, Lands, Tenements, Hereditaments, and Premiſes, in the ſaid County

County of *Northampton*, as ſhall not be by them ſold and diſpoſed of for the Purpoſes aforeſaid, for the Reſidue of the ſaid Term of Five hundred Years, in Truſt, in the Firſt place, for the ſaid Sir *William Meredith*, *Thomas Cholmondeley*, *William Dowdeſwell*, and *Gould Clarges*, and the Survivors and Survivor of them, and the Executors and Adminiſtrators of ſuch Survivor, in order to protect the ſaid Term of Ninety-nine Years, determinable as aforeſaid, from Incumbrances; and, in the next place, to attend and go along with the Freehold and Inheritance of the ſame Premiſes, in order to protect the ſame from Incumbrances.

Provided always, and be it Enacted, by the Authority aforeſaid, That the ſaid Earl ſhall not be in any ſort ſubject to any of the Debts of the ſaid *Mary* Counteſs *Ferrers*, which have been, or ſhall be, by her contracted ſince the Twelfth Day of *February* One thouſand Seven hundred and Fifty-ſeven.

Provided always, and be it Enacted, by the Authority aforeſaid, That the ſaid Earl, or any or either of his Servants, Tenants, or Agents, ſhall not, at any Time hereafter, have Privilege of Parliament in any Action or Suit to be ſued or proſecuted againſt him or them, for or concerning the Premiſes, or any or either of them, or any-wiſe relating thereto; any Law, Cuſtom, or Uſage, to the contrary notwithſtanding.

And whereas the ſaid *Lawrence* Earl *Ferrers*, by Indenture bearing Date on or about the Sixteenth Day of *April* One thouſand Seven hundred and Fifty-three, in purſuance of a Power to him for that Purpoſe reſerved and given in and by a certain Indenture of Settlement of Nine Parts, bearing Date on or about the Twenty-fourth Day of *October* One thouſand Seven hundred and Forty-one, did, in conſideration of the Marriage between the ſaid *Lawrence* Earl *Ferrers* and the ſaid *Mary* Counteſs *Ferrers*, and for providing a competent Jointure and Livelihood for the ſaid *Mary* Counteſs *Ferrers*, in caſe ſhe ſhould happen to ſurvive the ſaid *Lawrence* Earl *Ferrers*, give, grant, charge, limit, and appoint, unto the ſaid *Mary* Counteſs *Ferrers*, and her Aſſigns, One annual Sum or clear yearly Rent-charge of Eight hundred Pounds of lawful Money of *Great Britain*, to be had, received, and taken, and to be iſſuing and payable out of the before-mentioned Manor or Lordſhip of *Staunton Heralte*, in the County of *Leiceſter*, and out of all and every the aforeſaid Meſſuages, Farms, Lands, Tenements, and Hereditaments, ſituate and being in *Staunton Heralte* and *Worthington* aforeſaid; and alſo out of all and every the aforeſaid Manors, Meſſuages, Farms, Lands, Tenements, and Hereditaments, in the ſeveral Counties of *Nottingham*, *Derby*, and *Stafford*, to be held, received, taken, and enjoyed, by the ſaid *Mary* Counteſs *Ferrers*, and her Aſſigns, from and immediately after the Deceaſe of the ſaid *Lawrence* Earl *Ferrers*, in caſe ſhe ſhould happen to ſurvive him, for and during the Term of her natural Life, and to be paid at or in the common Dining-hall of *Lincoln's-Inn* aforeſaid, yearly and every Year, on the Feaſt of Saint *Michael* the Archangel, and the Annunciation of the Bleſſed Virgin *Mary*, by even and equal Portions; the Firſt Payment thereof to begin and be made on ſuch of the ſaid Feaſts or Days of Pay-

ment as ſhould firſt and next happen after the Deceaſe of the ſaid *Lawrence* Earl *Ferrers*, with Powers of Diſtreſs and Entry, in caſe of Non-payment thereof; and with a Power reſerved to the ſaid *Lawrence* Earl *Ferrers*, at any Time thereafter, during his natural Life, to revoke, annul, and make void the ſaid Indenture, and the Grant and Appointment thereby made: **For** the making a Proviſion therefore for the ſaid *Mary* Counteſs *Ferrers*, in caſe ſhe ſhall ſurvive or outlive the ſaid *Lawrence* Earl *Ferrers*; **Be it Enacted**, by the Authority aforeſaid, That as to Six hundred Pounds a Year, Part of the ſaid clear yearly Annuity or Rent-charge of Eight hundred Pounds a Year, it ſhall not be lawful to or for the ſaid *Lawrence* Earl *Ferrers* to revoke, annul, or make void, the Appointment of the ſaid clear yearly Annuity or Rent-charge for the ſaid *Mary* Counteſs *Ferrers* during her Life; but that the ſame, as to the ſaid Sum of Six hundred Pounds a Year, ſhall be, and hereby is, ratified, confirmed, and made abſolute, notwithſtanding any Revocation already made, or hereafter to be made, of the ſaid Indenture of Appointment, or of the ſaid clear yearly Annuity or Rent-charge, or of any Part thereof; any thing in the ſaid Indenture of Appointment contained to the contrary thereof in any-wiſe notwithſtanding; but that the ſaid Six hundred Pounds a Year ſhall accrue and be paid only in manner following; (that is to ſay,) Four hundred Pounds a Year, Part thereof, immediately after the Death of the ſaid *Lawrence* Earl *Ferrers*, in caſe the ſaid *Selina* Counteſs Dowager *Ferrers*, and *Ann Shirley*, ſhall be then living; and from and after the Death of the ſaid *Selina* Counteſs Dowager *Ferrers*, and *Ann Shirley*, or either of them, then there ſhall commence and be paid to the ſaid *Mary* Counteſs *Ferrers* the Sum of Six hundred Pounds a Year, in full for the ſaid Rent-charge of Eight hundred Pounds a Year, granted by the ſaid Indenture on or about the Sixteenth Day of *April* One thouſand Seven hundred and Fifty-three.

And it is hereby further Enacted and Declared, by the Authority aforeſaid, That the ſaid *Mary* Counteſs *Ferrers* ſhall be, and hereby is, barred and excluded from all Dower and Thirds of, in, to, or out of, any Lands, Tenements, or Hereditaments, whereof the ſaid *Lawrence* Earl *Ferrers* now is, or at any Time hereafter ſhall be, ſeiſed of or for any Eſtate of Inheritance.

Provided always, and be it Enacted, by the Authority aforeſaid, That nothing in this Act ſhall be conſtrued, deemed, or taken to extend to impeach, obſtruct, or hinder any Orders or Decrees already made, or to be made, in his Majeſty's High Court of Chancery touching or concerning the ſaid ſeveral Eſtates, or any of them; but that it ſhall and may be lawful to and for the ſaid *Lawrence* Earl *Ferrers*, or any Incumbrancers upon the ſaid Eſtates, to proſecute and carry into Execution the ſaid Orders and Decrees, as he or they ſhall be adviſed; any thing herein contained to the contrary thereof in any-wiſe notwithſtanding; but ſo as that the Surplus of the Money ariſing by Sale of any Part of the ſaid Eſtates under any of the ſaid Decrees, after Payment of the Incumbrances thereon, and Intereſt for the ſame, and the Coſts decreed, or to be decreed, to be paid out of ſuch Eſtates, which Eſtates are ſubject and liable to any of the Sums hereby allowed

allowed for the ſeparate Maintenance or Jointure of the ſaid *Mary* Counteſs *Ferrers*, ſhall be reſpectively ſubject and liable to ſuch ſeparate Maintenance and Jointure, in like manner as the ſaid Eſtates now are, and ſhall be directed and ordered by the ſaid Court of Chancery to be applied and ſecured accordingly.

Provided nevertheleſs, and it is hereby Enacted, by the Authority aforeſaid, That nothing herein contained ſhall extend, or be conſtrued to extend, in any ſort, to invalidate, impeach, or make void, any Security or Securities heretofore given and executed by the ſaid *Lawrence* Earl *Ferrers* to any Perſon or Perſons, for or on account of his, her, or their having become as Surety or Sureties for the ſaid Earl in both or either of the aforeſaid Recognizances; but that each and every ſuch Securities ſhall from henceforth be and remain in as full Force and Effect, to all Intents and Purpoſes, as if this Act had not been made.

Provided alſo, That if the ſaid *Mary* Counteſs *Ferrers* ſhall, at any time hereafter, during the ſaid Separation, have any Child born, ſuch Child ſhall not be reputed to be the Child of the ſaid Earl, bear his Name, have any of his Titles, or be intitled to have any Part of the ſaid Earl's Eſtate, or Portion thereout, by Deſcent, Settlement, Purchaſe, or otherwiſe.

Saving and Reſerving nevertheleſs to the KING's moſt Excellent MAJESTY, his Heirs and Succeſſors, and all and every other Perſon and Perſons, Bodies Politick and Corporate, their reſpective Heirs, Succeſſors, Executors, Adminiſtrators, and Aſſigns (Other than and except the ſaid *Lawrence* Earl *Ferrers*, and all other Perſon or Perſons claiming by, from, or under the ſaid *Lawrence* Earl *Ferrers*, not herein before excepted; or, in Caſe of the ſaid Earl's Death, becoming intitled unto, or claiming, all or any of the Premiſes herein before made ſubject to the ſeveral and reſpective Proviſions enacted for the ſaid *Mary* Counteſs *Ferrers*); All ſuch Right, Title, Intereſt, Claim, and Demand, as they or any of them have, had, or might or ought to have had, in, to, or out of, the ſaid Manors, Lordſhips, Caſtle, Meſſuages, Lands, Tenements, Hereditaments, and Premiſes, with the Appurtenances herein before mentioned, or any Part thereof, in caſe this Act had not been made.

AN

ACT

FOR

Separating Lawrence *Earl* Ferrers *from* Mary *Counteſs* Ferrers *his Wife, for the Cruelty of the ſaid Earl; and for Settling a Maintenance for the ſaid Counteſs out of the Eſtate of the ſaid Earl.*

K Great Brit. - Georges
352. L 3
36

N° 40

31 Geo. II. c. 40.

36

An ACT *to Enable the Dean and Chapter of the Collegiate Church of* Saint Peter *at* Weſtminſter, *and their Succeſſors, to make and grant unto* James Mallors *a Leaſe or Leaſes of certain Pieces of Ground, Meſſuages, Tenements, and Hereditaments, compriſed within certain Limits, for a longer Term of Years than they are at preſent enabled to grant.*

WHereas by an Act of Parliament, paſſed in the Twenty-ſixth Year of the Reign of his preſent Majeſty, intituled, *An Act to enable* James Mallors *to open and make a new Street from the Weſt Side of* King-Street, *in the Pariſh of* Saint Margaret, *in the City of* Weſtminſter, *to the Back Part of the Houſes, Gardens, and Yards, ſituate on the Weſt Side of* Delahaye-Street, *in the ſame Pariſh; and for other Purpoſes therein mentioned*; the Dean and Chapter of the Collegiate Church of *Saint Peter* at *Weſtminſter*, and their Succeſſors, and alſo all other Bodies Corporate or Collegiate, and their Succeſſors, who ſhould or might be ſeiſed in Fee of and in any Piece or Pieces, Parcel or Parcels, of Ground, Meſſuages, Tenements, or Hereditaments, within the Bounds and Limits mentioned and deſcribed in the ſaid Act, are thereby authorized and impowered to treat and agree with the ſaid *James Mallors*, his Heirs and Aſſigns, for the Exchange of any ſuch Pieces or Parcels of Ground, Meſſuages, Tenements, and Hereditaments, with the ſaid *James Mallors*, his Heirs and Aſſigns, for any other Piece or Pieces, Parcel or Parcels, of Ground, Meſſuages, Tenements, and Hereditaments, within the ſaid Bounds and Limits: And the ſaid Dean and Chapter of the Collegiate Church of *Saint Peter* at *Weſtminſter*, and their Succeſſors, are, by the ſaid Act, authorized and impowered, by any Deed or Deeds, Writing or Writings, under their Common Seal, and under the Hand and Seal of the ſaid *James Mallors*, his Heirs or Aſſigns, to exchange any ſuch Piece or Pieces, Parcel or Parcels, of Ground, Meſſuages, Tenements, and Hereditaments, with the ſaid *James Mallors*, his Heirs or Aſſigns, for any other Piece or Pieces, Parcel or Parcels, of Ground, Meſſuages, Tenements, and Hereditaments, of equal Value, within the ſaid Bounds and Limits; all which ſaid Deed or Deeds, Writing or Writings, are directed to be inrolled, within Six Months next after the Making thereof, in ſome of his Majeſty's Courts of Record at *Weſtminſter*: And it is alſo thereby enacted, That, from and immediately after the Inrollment of any Deed or Deeds, Writing or Writings, all and every the Lands, Meſſuages, Tenements, and Hereditaments, therein mentioned to be exchanged by the ſaid Dean and Chapter of *Weſtminſter*, with the ſaid *James Mallors*, his Heirs or Aſſigns, ſhall be veſted in, and ſettled upon, the ſaid *James Mallors*, his Heirs and Aſſigns, for ever; and that all the Lands, Meſſuages, Tenements, and Hereditaments, in and by any ſuch Deed or Deeds, Writing or Writings, as are afore-mentioned to be exchanged by the ſaid *James Mallors*, his Heirs or Aſſigns, with the ſaid Dean and Chapter of the Collegiate Church of *Saint Peter* at *Weſtminſter*, ſhall be veſted in, and ſettled upon, and are, by the ſaid Act, veſted in, and ſettled upon, the ſaid Dean and Chapter, and their Succeſſors, to ſuch Uſes, and upon ſuch Truſts, and with the ſame Power and Privileges, they then held ſuch Lands, Tenements, and Hereditaments, as they ſhould grant to, and exchange with, the ſaid *James Mallors*, his Heirs or Aſſigns, by virtue of, and in purſuance of, the ſaid Act:

And

And whereas the ſaid Dean and Chapter of *Weſtminſter*, and their Succeſſors were, by the ſaid Act, likewiſe impowered, as ſoon as ſuch Exchange ſhould be made by and between them the ſaid Dean and Chapter and the ſaid *James Mallors*, his Heirs or Aſſigns, at any Time within the Space of Two Years from and after the Twenty-fourth Day of *June* One thouſand Seven hundred and Fifty-three, to make and grant, under their Common Seal, unto the ſaid *James Mallors*, his Executors, Adminiſtrators, and Aſſigns, a Leaſe or Leaſes, of all, every, and any, ſuch Piece or Pieces, Parcel or Parcels, of Ground, Meſſuages, Tenements, and Hereditaments, which ſhould be ſo granted to, and veſted in, them in Exchange, as aforeſaid; as alſo of any other Piece or Pieces of Ground, Meſſuages, Tenements, and Hereditaments, belonging to them the ſaid Dean and Chapter of *Weſtminſter*, and compriſed within the ſaid Bounds and Limits, for any Term of Years, not exceeding Ninety-nine Years, to be reckoned and computed from the Feaſt of Saint *Michael* the Archangel, One thouſand Seven hundred and Fifty-three, and in ſuch manner as in and by the ſaid Act of Parliament is directed: Which ſaid Powers and Authorities, ſo given to the ſaid Dean and Chapter of *Weſtminſter*, and their Succeſſors, of granting ſuch Leaſes to the ſaid *James Mallors*, his Executors, Adminiſtrators, and Aſſigns, were, by a ſubſequent Act of Parliament, further continued and extended to any Time or Times within the Space of Two Years, to be reckoned and computed from the Twenty-fifth Day of *December*, which was in the Year of our Lord One thouſand Seven hundred and Fifty-five:

And whereas the ſaid *James Mallors* hath expended a very large Sum of Money, as well in purchaſing Ground, Meſſuages, Tenements, and Hereditaments, neceſſary for making ſuch Exchange with the ſaid Dean and Chapter of *Weſtminſter*, and making and opening the ſaid Street, as in building ſeveral Houſes on each Side thereof, but was not able to procure proper Conveyances to him, or his Truſtees, of all the Eſtates wanted for the ſaid Purpoſes, ſo as to complete ſuch Exchange with the ſaid Dean and Chapter, and, in conſequence thereof, to obtain from them ſuch Leaſe or Leaſes, as are afore-mentioned, within the Times by the ſaid Acts of Parliament limited for making and granting the ſame, and which are now expired; notwithſtanding all Matters relative thereto were ſettled between the ſaid Dean and Chapter and the ſaid *James Mallors*:

And whereas the ſaid *James Mallors* muſt be a very great Sufferer, in caſe the ſaid Dean and Chapter of *Weſtminſter*, and their Succeſſors, are not (upon ſuch Exchange of Land, Meſſuages, and Tenements, being made by and between them and the ſaid *James Mallors*, his Heirs or Aſſigns, and which may be at any time made) impowered to make and grant unto him a Leaſe or Leaſes of ſuch their Eſtates, as aforeſaid, for a longer Term of Years than they are at preſent enabled to grant:

Wherefore Your MAJESTY's moſt faithful Subject *James Mallors*,

Doth humbly beſeech Your moſt Excellent MAJESTY;

That it may be **Enacted**; **And be it Enacted** by the KING's moſt Excellent MAJESTY, by and with the Advice and Conſent of the Lords Spiritual and Temporal, and Commons, in this preſent Parliament aſſembled, and by the Authority of the ſame, That when, and as ſoon as, an Exchange of any Piece or Pieces, Parcel or Parcels, of Ground, Land, Meſſuages, Tenements, and Hereditaments, ſhall be made by and between the Dean and Chapter of the Collegiate Church of *Saint Peter* at *Weſtminſter*, or their Succeſſors, and the ſaid *James Mallors*, his Heirs or Aſſigns, by virtue of, and in purſuance of, the ſaid herein before in Part recited Act of Parliament, it ſhall and may be lawful to and for the ſaid Dean and Chapter of the Collegiate Church of *Saint Peter* at *Weſtminſter*, and their Succeſſors, at any time or times, within the Space of One Year, to be reckoned and computed from the Feaſt of Saint *John* the Baptiſt One thouſand Seven hundred and Fifty-eight, to make and grant, under their Common Seal, unto the ſaid *James Mallors*, his Executors, Adminiſtrators, and Aſſigns, or unto ſuch Perſon or Perſons as he or they ſhall appoint, in Truſt for him or them, One or more Leaſe or Leaſes, as they ſhall think fit and reaſonable in that behalf, of all, every,

or

or any, ſuch Piece or Pieces, Parcel or Parcels, of Ground, Meſſuages, Tenements, and Hereditaments, ſo granted, or to be granted to, and by the ſaid recited Act of Parliament veſted in and ſettled, or to be veſted in and ſettled, upon them the ſaid Dean and Chapter of the Collegiate Church of *Saint Peter* at *Weſtminſter*, in Exchange, as aforeſaid: As alſo, upon the Surrender, or other Determination, of any Leaſe or Leaſes by them already granted, or hereafter to be granted, of any other Piece or Pieces, Parcel or Parcels, of Ground, Meſſuages, Tenements, or Hereditaments, belonging to them the ſaid Dean and Chapter of the Collegiate Church of *Saint Peter* at *Weſtminſter*, and compriſed within the Bounds and Limits in the afore-recited Act of Parliament mentioned and deſcribed, to make and grant, under their ſaid Common Seal, unto the ſaid *James Mallors*, his Executors, Adminiſtrators, and Aſſigns, or unto ſuch Perſon or Perſons as he or they ſhall appoint, in Truſt for him or them, as aforeſaid, a Leaſe or Leaſes of all and every ſuch Piece or Pieces, Parcel or Parcels, of Ground, Meſſuages, Tenements, and Hereditaments, for any Term of Years, not exceeding Ninety-nine Years, to be reckoned and computed from the Feaſt of Saint *Michael* the Archangel One thouſand Seven hundred and Fifty-three, and under ſuch yearly Rent or Rents, to be reſerved and made payable to the ſaid Dean and Chapter of the Collegiate Church of *Saint Peter* at *Weſtminſter*, and their Succeſſors, and under ſuch Covenants as they the ſaid Dean and Chapter of *Weſtminſter*, and the ſaid *James Mallors*, his Executors, Adminiſtrators, or Aſſigns, ſhall think reaſonable and juſt in their reſpective Behalfs; but without taking any Fine or Fines whatſoever for the ſame, or for any Part or Parcel thereof; any Law, Statute, or Uſage, or any other Matter or Thing, to the contrary thereof in any-wiſe notwithſtanding: As alſo, upon the Surrender to them the ſaid Dean and Chapter of *Weſtminſter*, or their Succeſſors, of ſuch Leaſe or Leaſes, ſo granted, and to be granted, as aforeſaid, made by the Executors, Adminiſtrators, Truſtees, or Aſſigns, of the ſaid *James Mallors*, or any other Perſon or Perſons that ſhall have the Right, Title, Intereſt, or Term of Years to come therein, in conſequence of any Deceaſe, Ceſſation, Grant, Dimiſſion, or Departing with the Eſtate, Intereſt, or Term of Years, by ſuch Leaſe or Leaſes demiſed, to renew, and regrant, ſuch Leaſe or Leaſes to the ſaid Executor or Executors, Adminiſtrator or Adminiſtrators, Truſtee or Truſtees, Aſſignee or Aſſignees, or to ſuch other Perſon or Perſons as then ſhall have the lawful Right, Title, and Intereſt, in ſuch Leaſe or Leaſes, ſo to be ſurrendered as aforeſaid, in his, her, or their own proper Name or Names, for the Reſidue of the Term of Years by ſuch Leaſe or Leaſes granted, then to come, and unexpired, and under the ſame Rents, Covenants, Grants, Proviſoes, and Agreements, as in ſuch Leaſe or Leaſes ſo to be ſurrendered ſhall be contained.

And be it further Enacted, by the Authority aforeſaid, That it ſhall and may be lawful to and for the ſaid Dean and Chapter of the Collegiate Church of *Saint Peter* at *Weſtminſter*, and their Succeſſors, to ſeparate and divide all, each, and every, the ſaid Pieces or Parcels of Ground, Meſſuages, Tenements, and Hereditaments, into as many ſeparate and diſtinct Lots, Shares, Parts, and Proportions, as they the ſaid Dean and Chapter of *Weſtminſter*, or their Succeſſors, ſhall think reaſonable and fit, for the mutual Benefit and Advantage of them the ſaid Dean and Chapter of *Weſtminſter*, and their Succeſſors, and of the ſaid *James Mallors*, his Executors, Adminiſtrators, and Aſſigns; and to make and grant, under their Common Seal, as aforeſaid, unto the ſaid *James Mallors*, his Executors, Adminiſtrators, and Aſſigns, or unto ſuch Perſon or Perſons as he or they ſhall appoint, in Truſt for him and them, as aforeſaid, a ſeparate and diſtinct Leaſe of each, every, and any, ſuch ſeparate and diſtinct Lot, Share, Part, or Proportion, of the ſaid Pieces or Parcels of Ground, Meſſuages, Tenements, and Hereditaments, ſo to be ſeparated and divided as aforeſaid; any Law, Statute, or Uſage, or any thing in the ſaid afore-recited Acts, or this preſent Act, contained to the contrary thereof, in any-wiſe, notwithſtanding.

AN

ACT

TO

Enable the Dean and Chapter of the Collegiate Church of Saint Peter *at* Weſtminſter, *and their Succeſſors, to make and grant unto* James Mallors *a Leaſe or Leaſes of certain Pieces of Ground, Meſſuages, Tenements, and Hereditaments, compriſed within certain Limits, for a longer Term of Yedrs than they are at preſent enabled to grant.*

RH K Great Britain [illegible] No 41 37



31 Geo. II. c. 41. 37

AN ACT FOR

Sale of the Eſtates of MARMADUKE GWYNNE, *Eſq; in the County of* Pembroke, *to diſcharge Incumbrances affecting the ſame, and for other Purpoſes therein mentioned.*

WHEREAS by Indenture of four Parts, bearing Date the 11th Day of *March* 1742, and made, or mentioned to be made, between *Marmaduke Gwynne*, of *Garth* in the County of *Brecon*, Eſq; and *Sarah* his Wife, one of the Daughters and Coheirs of *Daniel Evans*, late of *Peterwell* in the County of *Cardigan*, Eſq; deceas'd; *Howell Gwynne*, eldeſt Son and Heir apparent of the ſaid *Marmaduke Gwynne* by the ſaid *Sarah* his Wife, and Dame *Mary*, the Wife of the ſaid *Howell Gwynne*, who was the Widow and Relict of Sir *John Rudd*, Baronet, and one of the Daughters and Coheirs of Sir *Thomas Powell*, late of *Broadway* in the County of *Carmarthen*, Bart. deceas'd, of the firſt Part; *John Phillips*, of *Brecon* in the County of *Brecon*, Gent. and *John Jones*, of *Cribart* in the ſame County, Gent. of the ſecond Part; Sir *Nicholas Williams*, of *Edwynsford* in the ſaid County of *Carmarthen*, Bart. and *Richard Gwynne*, of *Talliaris* in the ſame County, Eſq; of the third Part; and *Roderick Gwynne*, of *Glanbrane* in the ſame County of *Carmarthen*, Eſq; and *Morgan Owen*, of *Gray's-Inn* in the County of *Middleſex*, Eſq; of the fourth Part; and by other Aſſurances in the Law, in Conſideration of a Marriage thentofore had and ſolemnized between the ſaid *Howell Gwynne* and Dame

Mary his Wife, and of the Sum of 3000 *l.* Part of the Portion or Fortune of the ſaid Dame *Mary* therein mentioned, to be paid to the ſaid *Marmaduke Gwynne* by the ſaid *Howell Gwynne*, and Dame *Mary* his Wife, and for other Conſiderations therein mentioned: ALL THAT the Lordſhip, Manor, and Caſtle of *Builth*, and divers Meſſuages, Lands, Tenements, Mills, and Hereditaments in the Counties of *Brecon* and *Radnor*, therein mentioned and deſcribed, were ſettled, limited and aſſured to and for the ſeveral Uſes, Intents and Purpoſes therein mentioned, expreſſed, and declared; that is to ſay, AS TO PART of the ſame Premiſes, to the Uſe of the ſaid *Marmaduke Gwynne* for his Life, without Impeachment of Waſte; Remainder to the Uſe of the ſaid Sir *Nicholas Williams* and *Richard Gwynne*, and their Heirs, during the Life of the ſaid *Marmaduke Gwynne*, in Truſt to preſerve contingent Remainders; and, after the Deceaſe of the ſaid *Marmaduke Gwynne*, to the Uſe of the ſaid *Sarah Gwynne*, during her Life, for her Jointure, and in Bar of her Dower. And AS TO the ſaid Manor or Lordſhip of *Builth*, the Capital Meſſuage, Tenement, and Demeſne Lands of *Garth*, and all other the Premiſes not limited in Uſe to the ſaid *Marmaduke Gwynne* for his Life, and after his Deceaſe to the ſaid *Sarah* for her Life for her Jointure, to the Uſe of the ſaid *Roderick Gwynne* and *Morgan Owen*, their Executors, Adminiſtrators, and Aſſigns, for the Term of five hundred Years, in Truſt for raiſing and paying the Annuity, or yearly Sum of 300 *l.* of lawful Money of *Great Britain*, free from all Deductions, to the ſaid *Howell Gwynne*, during the Life of the ſaid *Marmaduke Gwynne* his Father; and alſo to raiſe and pay, after the Deceaſe of the ſaid *Howell Gwynne*, the like yearly Sum of 300 *l.* free from all Deductions, unto the ſaid Dame *Mary*, the Wife of the ſaid *Howell Gwynne*, for her Life, in Lieu of her Dower: And alſo upon Truſt, after the Death of the ſaid *Marmaduke Gwynne* the elder, by the Ways and Means therein mentioned, to raiſe the Sum of 4000 *l.* for the ſaid *Howell Gwynne* for his own Uſe; and alſo for raiſing and paying ſuch Part or Share of the Sum of 10,000 *l.* for the two younger Sons and ſix Daughters of the ſaid *Marmaduke Gwynne* and *Sarah* his Wife, therein after named, as the Eſtate of the ſaid *Sarah* therein after mentioned, in the County of *Pembroke*, ſhall be deficient to raiſe and pay; and alſo upon Truſt by and out of the Rents and Profits of the ſaid Premiſes, or any Part of the ſame, other than ſuch Part thereof as was limited in Jointure to the ſaid *Sarah* for her Life, and the ſaid Dame *Mary*'s Rent-charge for her Life, (and which, during their Lives only, were to be diſcharged and excepted) to raiſe and pay the yearly Sum of 100 *l.* unto *Marmaduke Gwynne*, the ſecond Son of the aforeſaid *Marmaduke Gwynne*, during his Life, in the Caſes and on the Contingencies therein mentioned; and from and after the Determination of the ſaid Term of five hundred Years, to the Uſe of the ſaid *Marmaduke Gwynne* the elder during his Life, without Impeachment of Waſte; Remainder to the Uſe of the ſaid Sir *Nicholas Williams* and *Richard Gwynne*, and their Heirs, during the Life of the ſame *Marmaduke Gwynne* the Father, in Truſt to preſerve

ſerve contingent Remainders; and from and after the Deceaſe of the ſaid *Marmaduke Gwynne*, the Elder, then, AS TO all and every the ſaid Caſtle, Manor, Capital Meſſuage, and other Meſſuages, Mills, Lands, Tenements, and Hereditaments, as well thoſe limited to the ſaid *Sarah*, for her Life, for her Jointure; as alſo all other the Lands, Tenements, and Hereditaments aforeſaid, of them the ſaid *Marmaduke Gwynne* and *Howel Gwynne*, or either of them, in the ſaid Counties of *Brecon* and *Radnor*, as the ſaid ſeveral Eſtates and Uſes thereby limited of the ſaid Premiſes as aforeſaid, ſhould end and determine, to the Uſe of the ſaid *Howell Gwynne*, during his Life, without Impeachment of Waſte, with the like Limitation to Truſtees, to preſerve the contingent Remainders; and after the Deceaſe of the ſaid *Howell Gwynne*, to the Uſe of *Marmaduke Gwynne*, eldeſt Son and Heir apparent of the ſaid *Howell Gwynne*, by the ſaid Dame *Mary* his Wife, during his Life, without Impeachment of Waſte, with the like Limitation to Truſtees, to preſerve contingent Remainders; and after the Deceaſe of the ſaid laſt mentioned *Marmaduke Gwynne*, to the Uſe of the firſt and every other Son of his Body lawfully to be begotten ſucceſſively in Tail Male; and for Default of ſuch Iſſue, to the Uſe of the ſecond and every other Son of the Body of the ſaid *Howell Gwynne*, on the Body of the ſaid Dame *Mary* his Wife lawfully to be begotten, ſucceſſively in Tail Male; and for Default of ſuch Iſſue, to the Uſe of the firſt and every other Son of the Body of the ſaid *Howell Gwynne*, on the Body of any other Woman, which he ſhould thereafter happen to marry, lawfully to be begotten, ſucceſſively in Tail Male; and for Default of ſuch Iſſue, to the Uſe of the ſaid *Marmaduke Gwynne*, ſecond Son of the ſaid *Marmaduke Gwynne* the Elder, by the ſaid *Sarah* his Wife, for his Life, without Impeachment of Waſte, with the like Proviſion for preſerving contingent Remainders; and after the Deceaſe of the ſaid laſt mentioned *Marmaduke Gwynne*, to the Uſe of the firſt and every other Son of his Body lawfully to be begotten ſucceſſively in Tail Male; and for Default of ſuch Iſſue, to the Uſe of *Roderick Gwynne*, third Son of the ſaid *Marmaduke Gwynne* the Elder, by the ſaid *Sarah* his Wife, during his Life, with the like Proviſion for preſerving contingent Remainders; and after the Deceaſe of the ſaid *Roderick Gwynne*, to the Uſe of the firſt and every other Son of his Body lawfully to be begotten ſucceſſively in Tail Male, and for Default of ſuch Iſſue, to the Uſe of the ſaid *Roderick Gwynne* of *Glanbrane*, ſecond Brother of the ſaid *Marmaduke Gwynne* the Elder, during his Life, without Impeachment of Waſte, with the like Limitation to Truſtees, to preſerve contingent Remainders; and after the Deceaſe of the ſaid *Roderick Gwynne* of *Glanbrane*, to the Uſe of the firſt and every other Son of his Body lawfully to be begotten ſucceſſively in Tail Male; and for Default of ſuch Iſſue, to the Uſe of *Sackville Gwynne*, third Brother of the ſaid *Marmaduke Gwynne* the Elder, during his Life, without Impeachment of Waſte, with the like Proviſion for preſerving

contingent

contingent Remainders; and after the Deceaſe of the ſaid *Sackville Gwynne*, to the Uſe of the firſt and every other Son of his Body lawfully to be begotten ſucceſſively in Tail Male; with Remainder, to the Uſe of *Luke Gwynne*, youngeſt Brother of the ſaid *Marmaduke Gwynne*, the Elder, duringhis Life, without Impeachment of Waſte, with the like Proviſion for preſerving contingent Remainders; and after the Deceaſe of the ſaid *Luke Gwynne*, to the Uſe of the firſt and every other Son of his Body lawfully to be begotten ſucceſſively in Tail Male; and for Default of ſuch Iſſue, to the Uſe of the Heirs of the Body of the ſaid *Sarah*, by the ſaid *Marmaduke Gwynne*, the Elder, begotten, or to be begotten, Remainder to the Uſe of the Heirs of the Body of the ſaid *Marmaduke Gwynne*, the Elder, with Remainder to the Uſe of the right Heirs of the ſaid *Marmaduke Gwynne* the Elder, for ever: And whereas, by the ſame Indenture or Settlement of the 11th Day of *March*, 1742, all that the Manor or Lordſhip of *St. Iſmaels*, alias *St. Iſhmaels*, with the Appurtenances, in the County of *Pembroke*, and all thoſe ſeveral Meſſuages, Tenements, and Lands, with their and every of their Appurtenances, ſituate in the Pariſh of *St. Iſmaels*, alias *St. Iſhmaels*, in the ſaid County of *Pembroke*, then or late in the ſeveral Tenures or Occupations of *John Reynolds*, *Richard Roach*, *John Allen*, *John Price*, *Nicholas Allen*, *Thomas Morgan*, *William Proſſer*, *John Hamin*, *Thomas Harris*, *Jennet Allen*, *Thomas Reynolds*, *Mary Roach*, *Thomas* , *John Noot*, *John Hughes*, *James Meyler*, *Philip Hier*, *Rees Noach*, and *Thomas Allen*; and all that Meſſuage, Tenement, and Lands, with the Appurtenances, called *Bicton*, then in the Occupation of *James Sumers*; and all that Meſſuage or Tenement, and Lands, with the Appurtenances formerly purchaſed of Sir *John Phillips*, Bart. then or late in the Occupation of *Rees Morgan*; and alſo all that the Manor of *Hayſtone*, alias *Hayſton*, with the Appurtenances, and all that Capital Meſſuage, Meſſuages, or Tenements and Lands, with their and every of their Appurtenances, called by the Name of the Demeſne of *Storeſton* and *Gibbons* Land, then or late in the Occupation of *Suſan Norris*, and afterwards of *William Davies*, Gent. her third Huſband; and all thoſe Meſſuages, Watercorn, Griſt Mills, Tenements and Lands, with their and every of their Appurtenances, commonly called or known by the ſeveral Names of *Wilkins Moore*, *Egbridge Moore*, *Copy Buſh*, *Upper Ford*, *Lower Ford*, *Woodſtone*, the Houſe and Garden by the Church of *Staniton*, *Sadbury* Waterſtone Mill, and *Scoveſton* Mill; and alſo all that Meſſuage, Tenement, and one Plough-land, lying in the ſaid Townred and Fields of *Staniton*, theretofore in the Occupation of one *Bartholomew Saunders*; and alſo all that Meſſuage, Tenement, and three Bovatts, ſituate, lying, and being, in the ſaid Townred and Fields, thentofore in the Tenure of the ſaid *Bartholomew Saunders*; and alſo all other Meſſuages, Lands and Tenements, which were formerly the Eſtate of *William Mordaunt*, Eſq; and *Ann* his Wife, ſituate in the ſeveral Pariſhes of *Staniton*, *Walwyns*

Caſtle,

Caſtle, *Lanſtadwell*, and *Rhoſe* Market in the Townred and Fields of *Staniton* aforeſaid, in the ſaid County of *Pembroke*, which then was, or late were, in the ſeveral Occupations of *Rowland Hicks*, *George Smith*, *Mary Griffiths*, *Parry Eynon*, *Thomas Walkers*, *Gelley Andrews*, *David Treweul*, *William Meredith*, *Ann Thompſon*, *Richard Eynon*, *Edward Hamin*, *John Day*, *John Jones*, *Mary Andrew*, *Francis Hawkins*, and *John Hayſome*, or one of them; and alſo all that Meſſuage or Tenement and Lands, with the Appurtenances, called *Slade*, alias *Little Slade*, alias *Anaſta Slade*, ſituate in the Pariſh of *St. Martins*, in the County of *Pembroke*, being Parcel, or reputed to be Parcel, of the Manor of *Haverfordweſt*, in the ſaid County of *Pembroke*, and then or late in the Occupation of *Lewis Muſgrave*, Mercer, with their and every of their Appurtenances, were, for the Conſiderations aforeſaid, ſettled, limited, and appointed to the Uſe of the ſaid *Rodrick Gwynne* of *Glanbrane*, and *Morgan Owen*, their Executors, Adminiſtrators, and Aſſigns, for the Term of 600 Years, upon Truſt, either in the Life-time of the ſaid *Marmaduke Gwynne*, the Elder, by and with his Conſent, or elſe after his Deceaſe, by and out of the Rents and Profits, or by Sale, or other Diſpoſition of the Premiſes comprized in the ſaid Term, or any Part thereof, to raiſe and levy the Sum of 10,000*l.* for the Portions of the ſaid *Marmaduke* and *Roderick Gwynne*; the two younger Sons, and *Mary*, *Rebecca*, *Sarah*, *Joan*, *Elizabeth*, and *Margaret*, the ſix Daughters of the ſaid *Marmaduke Gwynne*, the Elder, by the ſaid *Sarah* his Wife, (that is to ſay) 2000*l.* a-piece for the Fortune or Portion of each of the ſaid younger Sons, and 1000*l.* a-piece for every of the ſaid ſix Daughters, to be paid at ſuch Time, and in ſuch Manner, as is therein mentioned; and after the Expiration, or other ſooner Determination, of the ſaid Term of 600 Years, to the Uſe of the ſaid *Marmaduke Gwynne* the Elder, for his Life, without Impeachment of Waſte; Remainder to the Uſe of the ſaid Sir *Nicholas Williams*, and *Richard Gwynne*, and their Heirs, during the Life of the ſaid *Marmaduke Gwynne* the Elder, in Truſt, to preſerve the contingent Remainders; and after the Deceaſe of the ſaid *Marmaduke Gwynne* the Elder, to the Uſe of the ſaid *Howell Gwynne*, for his Life, without Impeachment of Waſte, with the like Limitation to Truſtees, in Truſt to preſerve the contingent Remainders; and after the Deceaſe of the ſaid *Howell Gwynne*, to the Uſe of the ſaid *Marmaduke Gwynne*, the eldeſt Son and Heirapparent of the ſaid *Howell Gwynne*, for his Life, without Impeachment of Waſte, with the like Limitation to Truſtees, in Truſt to preſerve the contingent Remainders; and after the Deceaſe of the ſaid laſt mentioned *Marmaduke Gwynne*, to the Uſe of the firſt and every other Son of his Body lawfully to be begotten ſucceſſively in Tail Male; and for Default of ſuch Iſſue, to the Uſe of the ſecond and every other Son of the Body of the ſaid *Howell Gwynne*, on the Body of the ſaid Dame *Mary* his Wife, lawfully to be begotten; ſucceſſively in Tail Male; and for Default of ſuch Iſſue, to the Uſe of the firſt and every other Son of the

Body of the ſaid *Howell Gwynne*, on the Body of any other Woman, which he ſhould thereafter marry, lawfully to be begotten, ſucceſſively in Tail Male; and for Default of ſuch Iſſue, to the Uſe of the ſaid *Marmaduke Gwynne*, ſecond Son of the ſaid *Marmaduke Gwynne* the Elder, during his Life, without Impeachment of Waſte, with the like Proviſion for preſerving contingent Remainders; and after the Deceaſe of the ſaid laſt mentioned *Marmaduke Gwynne*, to the Uſe of the firſt and every other Son of his Body lawfully to be begotten, ſucceſſively in Tail Male; and for Default of ſuch Iſſue, to the Uſe of the ſaid *Roderick Gwynne*, the third Son of the ſaid *Marmaduke Gwynne* the Elder, during his Life, without Impeachment of Waſte, with the like Proviſion for preſerving the contingent Remainders; and after the Deceaſe of the ſaid *Roderick Gwynne* the Son, to the Uſe of the firſt and every other Son of his Body lawfully to be begotten, ſucceſſively in Tail Male; and for Default of ſuch Iſſue, to the Uſe of all and every the Daughter and Daughters of the ſaid *Howell Gwynne*, lawfully to be begotten, to be equally divided between them, Share and Share alike, as Tenants in common, and not as Joint-tenants; and the ſeveral Heirs of the reſpective Bodies of ſuch Daughter and Daughters reſpectively, with the like Remainders to the Daughter and Daughters of the ſaid *Marmaduke Gwynne* and *Roderick Gwynne*, the two younger Sons of the ſaid *Marmaduke Gwynne* the Elder, ſucceſſively; and the Heirs of the reſpective Bodies of ſuch Daughter and Daughters reſpectively; and for Default of ſuch Iſſue, to the Uſe of the Heirs of the Body of the ſaid *Sarah*, by the ſaid *Marmaduke Gwynne* the Elder, begotten, or to be begotten; and for Default of ſuch Iſſue, to the Uſe of the right Heirs of the ſaid *Marmaduke Gwynne* the Elder for ever: And whereas the ſeveral Portions ſecured and provided for the ſaid *Marmaduke Gwynne* and *Roderick Gwynne*, the two younger Sons of the ſaid *Marmaduke Gwynne* the Elder, by the ſaid *Sarah* his Wife, and for the ſaid *Mary*, now the Wife of *Edward Baldwyn*, Eſq; *Sarah*, now the Wife of *Charles Weſley*, Clerk; *Joan*, now the Wife of *Hugh Price*, Clerk; *Elizabeth*, now the Wife of *James Waller*, and *Rebecca Gwynne*, Spinſter, five of their Daughters, by and under the Truſts of the ſaid Term of ſix hundred Years, limited by the ſaid recited Settlement, and amounting together to the Sum of 9000*l.* have been raiſed and paid to the ſaid younger Sons and Daughters reſpectively, by and out of ſeveral Sums of Money advanced and lent by *Richard Combe*, of the City of *Briſtol*, Eſq; and other Perſons for that Purpoſe; and ſeveral Mortgages have been made of the Premiſes comprized in the ſaid Terms of five hundred Years and ſix hundred Years, or ſome Part thereof reſpectively, unto the ſaid *Richard Combe*, for ſecuring his own Demands, and in Truſt for ſeveral Perſons who advanced and lent the ſaid Money with Intereſt; and the ſame ſtill remains due and charged upon the Premiſes, with ſome Arrear of Intereſt: And whereas the ſaid *Margaret Gwynne*, the youngeſt Daughter of the ſaid *Marmaduke*

Gwynne

Gwynne the Elder, by the ſaid *Sarah* his Wife, is dead under the Age of twenty-one Years, unmarried, and without Iſſue; and the Portion or Sum of 1000 *l.* provided or intended for her by the ſaid recited Settlement, did thereby devolve upon, and veſt in her ſaid two Brothers, and five ſurviving Siſters, and became diſtributable amongſt them in equal Shares and Proportions, after the Death of the ſaid *Marmaduke Gwynne* the Elder: And whereas the ſaid *Marmaduke Gwynne* the Elder did, previous to the ſaid recited Settlement, that is to ſay, on the 22d of *September*, 1727, make a Mortgage of the ſaid Premiſes in the County of *Pembroke*, or ſome Part thereof, to *Sackville Gwynne*, late of *Glanbrane*, in the County of *Carmarthen*, Eſq; for a Term of 1000 Years, for ſecuring the Repayment of 1000 *l.* and Intereſt; and alſo another Mortgage in Fee of the ſame Premiſes by Leaſe and Releaſe, dated the 21ſt and 22d of *October* 1740, to the ſaid *Roderick Gwynne* of *Glanbrane*, Executor of the ſaid *Sackville Gwynne* then deceas'd, for ſecuring the further Sum of 1000 *l.* and Intereſt. And by Indentures of Leaſe and Releaſe, bearing Date the 22d and 23d Days of *September* 1754, not only the Fee-Simple and Inheritance of the ſaid mortgaged Premiſes was conveyed to, and to the Uſe of the ſaid *Richard Combe*, his Heirs and Aſſigns; but alſo the Reſidue of the ſaid Term of 1000 Years was aſſigned to *John Wade*, of the City of *Briſtol*, Gentleman, his Executors, Adminiſtrators, and Aſſigns, in Truſt for the ſaid *Richard Combe*, his Executors, Adminiſtrators, and Aſſigns, ſubject to Redemption on Payment of the ſaid 2000 *l.* and Intereſt by the ſaid *Marmaduke Gwynne* the elder, and *Howell Gwynne*, or either of them, their or either of their Heirs, Executors or Adminiſtrators, or ſuch Perſon or Perſons, who ſhould be intitled to the Equity of Redemption of the ſaid Premiſes by Virtue of the ſaid Settlement, bearing Date the 11th Day of *March* 1742; which 2000 *l.* ſtill remains due and charged on the ſaid mortgaged Premiſes with ſome Arrear of Intereſt. And whereas the ſeveral Incumbrances herein before-mentioned and ſet forth (amounting together to the principal Sum of 11,000 *l.*) carry a high Rate of Intereſt, and the ſaid *Marmaduke Gwynne* and *Howell Gwynne* are deſirous that the Sum of 1000 *l.* Reſidue of the ſaid 10,000 *l.* ſhould alſo be raiſed; and there are no Means of raiſing and diſcharging the ſaid ſeveral Charges and Incumbrances, unleſs by Sale or Diſpoſition of the Eſtates comprized in the ſaid Term of 600 Years, being the Fund primarily and principally charged with and liable to pay the ſame, or a competent Part thereof; and conſidering the great Diſproportion between the Intereſt payable for the ſaid Securities, and the clear yearly Income of ſo much of the ſaid Premiſes comprized in the ſaid Term, as (if ſold) would be ſufficient to diſcharge the ſaid Incumbrances; and, as no Part of the ſaid Eſtate can be ſold for the Reſidue of the ſaid Term of 600 Years but to great Diſadvantage, it would be for the Benefit of all Parties intereſted in the Premiſes, that the Inheritance of the Lands and Hereditaments comprized in the ſaid Term of 600 Years, or of a competent Part thereof, ſhould be ſold and diſpoſed of for that Purpoſe; but, by reaſon of the Limitations in the

ſaid

ſaid recited Settlement, ſuch Sale cannot be effected, nor a good Title made to a Purchaſer, without the Aid and Authority of an Act of Parliament: **Wherefore** your Majeſty's moſt dutiful and loyal Subjects, the ſaid *Marmaduke Gwynne* the elder, and *Howell Gwynne*, and the ſaid *Marmaduke Gwynne* and *Roderick Gwynne*, the two younger Sons of the ſaid *Marmaduke Gwynne* the elder, and the ſaid *Sackville Gwynne*, *Luke Gwynne*, and *Roderick Gwynne* of *Glanbrane*, do moſt humbly beſeech your Majeſty that it may be enacted, and **Be it enacted** by the King's moſt Excellent Majeſty, by and with the Advice and Conſent of the Lords Spiritual and Temporal, and Commons, in this preſent Parliament aſſembled, and by the Authority of the ſame, That all thoſe the Manors or Lordſhips of *St. Iſmaels*, alias *St. Iſhmaels*, *Hayeſtone*, alias *Hayſton*, with their Rights, Members, and Appurtenances in the ſaid County of *Pembroke*; and all and every the Meſſuages, Farms, Lands, Tenements, Mills, Hereditaments, and Premiſes whatſoever, ſituate, lying, and being in the ſaid County of *Pembroke*, (which in and by the ſaid recited Settlement of the 11th Day of *March* 1742 were limited in Uſe, or mentioned or intended to be limited in Uſe to the ſaid *Roderick Gwynne* of *Glanbrane*, and *Morgan Owen*, for the ſaid Term of 600 Years, as aforementioned) and the Reverſion and Reverſions, Remainder and Remainders, Rents, Iſſues and Profits of all and ſingular the ſame Manors and Premiſes, and the Fee-Simple and Inheritance thereof, ſhall, from and immediately after the paſſing of this Act, be veſted in and ſettled upon, and the ſame are hereby from thenceforth veſted in and ſettled upon *Gryffydd Price*, of *Lincoln's-Inn*, in the County of *Middleſex*, Eſq; and *John Burland*, of the *Middle-Temple*, *London*, Eſq; their Heirs and Aſſigns, to the Uſe of the ſaid *Gryffydd Price* and *John Burland*, their Heirs and Aſſigns, for ever freed and diſcharged, and abſolutely acquitted, exonerated, and indemnified of, from, and againſt all and every the Uſes, Truſts, Eſtates, Powers, Proviſoes, and Limitations, in and by the ſaid recited Settlement of the 11th Day of *March* 1742, limited, created, provided, and declared of and concerning the ſame Premiſes; but nevertheleſs upon the Truſts, and to and for the Ends, Intents, and Purpoſes herein after mentioned, expreſſed, and declared; (that is to ſay) upon Truſt that they the ſaid *Gryffydd Price* and *John Burland*, and the Survivor of them, and the Heirs of ſuch Survivor, ſhall and do, with all convenient Speed, ſell and diſpoſe of the whole, or ſo much and ſuch Part of the ſaid Manors, Meſſuages, Farms, Lands, Tenements, Mills, Hereditaments, and Premiſes, hereby veſted in them as aforeſaid, as ſhall be neceſſary and ſufficient for the Purpoſes herein aftermentioned, either entirely or in Parcels, unto any Perſon or Perſons that ſhall be willing to become Purchaſer or Purchaſers thereof for the moſt Money and beſt Price and Prices that can be reaſonably got for the ſame, and ſhall and do apply and diſpoſe of the Money, ariſing and to be produced by ſuch Sale or Sales, in the firſt place for the paying and defraying the Charges and Expences attending the obtaining and paſſing this Act, and in the next place for the paying

and

and diſcharging the ſaid Sum of 2000 *l.* ſo due and owing upon or by Virtue of the ſaid Mortgages or Securities ſo made to the ſaid *Sackville Gwynne* and *Roderick Gwynne*, and afterwards aſſigned, conveyed, and made over unto and in Truſt for the ſaid *Richard Combe* as aforeſaid, and all Intereſt due or to grow due for the ſame; and ſhall and do in the next place pay, ſatisfy, and diſcharge the ſaid Sum of 9000 *l.* ſo borrowed and taken up on Mortgage for the paying the Portions of the ſaid *Marmaduke Gwynne* and *Roderick Gwynne*, the two younger Sons of the ſaid *Marmaduke Gwynne* the elder by the ſaid *Sarah* his Wife, and of their ſaid Daughters, *Mary*, *Rebecca*, *Sarah*, *Joan*, and *Elizabeth Gwynne*, ſecured for them reſpectively by and under the Truſts of the ſaid Term of ſix hundred Years, and all Intereſt due for the ſame Sum of 9000 *l.* at the Time of the Payment of the Principal Money, and afterwards ſhall apply the ſaid Sum of 1000 *l.* which by the Death of the ſaid *Margaret Gwynne* devolved upon and veſted in her ſaid two Brothers and five Siſters as aforeſaid, in ſuch Manner as is herein after mentioned. **And it is hereby further enacted and declared** by the Authority aforeſaid, That in the mean time, and until ſuch Sale or Sales ſhall be made as aforeſaid, the ſaid *Gryffydd Price* and *John Burland*, and the Survivor of them, and the Heirs of ſuch Survivor, ſhall and do permit and ſuffer the Rents, Iſſues, and Profits of the Premiſes hereby veſted in them as aforeſaid, to be had, received, and taken by and for the Benefit of ſuch Perſon and Perſons as would be intituled to, and ought to receive the ſame, in Caſe this Act had not been made. **And it is hereby further enacted and declared** by the Authority aforeſaid, That the ſaid *Gryffydd Price* and *John Burland*, and the Survivor of them, and the Heirs of ſuch Survivor, ſhall ſtand and be ſeized of all ſuch Part and Parts of the Premiſes hereby veſted in them as aforeſaid, if any, as ſhall remain unſold or undiſpoſed of for the Purpoſes aforeſaid, to, for, upon, and ſubject to ſuch and ſo many of the Uſes, Eſtates, Truſts, Powers and Limitations, in and by the ſaid recited Settlement limited, created, and declared of and concerning the ſaid Premiſes, hereby veſted as aforeſaid, as ſhall be then exiſting undetermined, or capable of taking Effect. **And it is hereby further enacted and declared,** That after ſuch Sale of the ſaid Premiſes, hereby veſted as aforeſaid, ſhall be made, in caſe there ſhall be any Surplus of the Money ariſing by ſuch Sale, after Payment of the ſeveral Incumbrances and Sums of Money hereby directed to be paid, raiſed, and diſcharged as aforeſaid, it ſhall and may be lawful to and for the ſaid *Gryffydd Price* and *John Burland*, and the Survivor of them, and the Heirs of ſuch Survivor, to place out at Intereſt ſuch Surplus-Money, together with the ſaid 1000 *l.* Reſidue of the ſaid 10,000 *l.* upon Government or real Security; and from Time to Time to call in the whole Money, ſo to be placed out, and to place out the ſame again at Intereſt on new or other Securities of the like Nature; and that the Intereſt, Dividends, and Produce ariſing from, by, or out of the Security or Securities to be taken for ſuch Surplus-Money, ſhall be paid from Time to Time to ſuch Perſon or Perſons as would have

been intitled to the Rents and Profits of the ſaid Premiſes hereby veſted, in caſe this Act had not been made; and that the Intereſt, Dividends, and Produce, ariſing from, by, and out of the Security or Securities to be taken for the ſaid 1000 *l.* ſhall be paid to the ſaid *Marmaduke Gwynne* the elder, and his Aſſigns, for his Life; and after his Deceaſe (or ſooner, with his Conſent and Approbation firſt had and obtained in Writing) that the ſaid *Gryffydd Price* and *John Burland*, and the Survivor of them, and the Heirs of ſuch Survivor, ſhall pay the ſaid principal Sum of 1000 *l.* and the Intereſt, Dividends and Produce to grow and become due for the ſame, after the Death of the ſaid *Marmaduke Gwynne* the elder, to the ſaid *Marmaduke Gwynne* the younger, *Roderick Gwynne* the younger, *Mary Baldwin*, *Sarah Weſley*, *Joan Price*, *Elizabeth Waller*, and *Rebecca Gwynne*, their reſpective Executors, Adminiſtrators or Aſſigns, to be equally divided between and among them, Share and Share alike. And for promoting and facilitating the Sale of the Premiſes hereby veſted to be ſold as aforeſaid, **It is hereby further enacted and declared**, That the Receipt or Receipts of the ſaid *Gryffydd Price* and *John Burland*, or the Survivor of them, or the Heirs of ſuch Survivor, under their, his, or her Hands or Hand reſpectively, ſhall be a ſufficient Diſcharge to the Purchaſer or Purchaſers of the ſaid Premiſes, or any Part or Parts thereof, and to their reſpective Heirs, Executors, Adminiſtrators and Aſſigns, for ſo much of the ſaid Purchaſe-Money, as ſhall be paid to them, or either of them, after Payment and Satisfaction of the ſaid Mortgages; and after ſuch Receipt or Receipts, the ſaid Purchaſer or Purchaſers, his, her, and their Heirs, Executors, Adminiſtrators, and Aſſigns, ſhall be, and is, and are, hereby abſolutely acquitted and diſcharged of and from the ſame; and he they, or any of them, after ſuch Receipt or Receipts, ſhall not be anſwerable or accountable for any Loſs, Miſapplication, or Non-application of the ſaid Purchaſe-Money, or any Part thereof. **And it is hereby further enacted and declared**, that the ſaid *Gryffydd Price* and *John Burland* ſhall not, nor ſhall either of them, or the Heirs, Executors, or Adminiſtrators of either of them, be anſwerable or accountable for any Money to be received by Virtue of, or under the Truſts hereby in them repoſed, any otherwiſe than each Perſon for ſuch Sum and Sums of Money, as he ſhall reſpectively actually receive, and that no one of them ſhall be anſwerable or accountable for the Acts, Receipts, Neglects or Defaults of the other of them; and alſo that the ſaid Truſtees, their reſpective Heirs, Executors and Adminiſtrators, ſhall and may, by and out of the Rents and Profits of the Premiſes hereby veſted in them as aforeſaid, retain to and reimburſe themſelves all Coſts, Charges, Damages and Expences, that they reſpectively ſhall or may ſuſtain or be put unto, in and about the Execution of the Truſts hereby in them repoſed: **Saving** always to the King's Moſt Excellent Majeſty, his Heirs and Succeſſors, and to the ſeveral and reſpective Mortgagees of the ſaid Premiſes, or any Part thereof, his, her, and their Heirs, Executors, Adminiſtrators, and Aſſigns, and to all and every Perſon

and

and Perſons, Bodies Politick and Corporate, his, her, and their reſpective Heirs, Succeſſors, Executors, and Adminiſtrators, (other than and except the ſaid *Marmaduke Gwynne* the Elder, and the ſaid *Howell Gwynne*, and *Marmaduke Gwynne* his eldeſt Son, and the ſaid *Marmaduke Gwynne* and *Roderick Gwynne* the younger Sons of the ſaid *Marmaduke Gwynne* the Elder, and the firſt and every other Son and Sons of their reſpective Bodies begotten, or to be begotten, and the Heirs Male of the reſpective Bodies of ſuch Sons, and all and every the Daughter and Daughters of the reſpective Bodies of the ſaid *Howell Gwynne*, and *Marmaduke Gwynne*, and *Roderick Gwynne*, his two Brothers, begotten or to be begotten, and the Heirs of their reſpective Bodies, and the Heirs of the Body of the ſaid *Marmaduke Gwynne* the Elder, and the Heirs of the Body of the ſaid *Sarah* his Wife by the ſaid *Marmaduke Gwynne* the Elder, and the right Heirs of the ſaid *Marmaduke Gwynne* the Elder, and the ſeveral Truſtees in the ſaid recited Settlement named, either to preſerve the contingent Remainders, or to execute the Truſts of the ſaid Term of ſix hundred Years thereby limited, their reſpective Heirs, Executors, Adminiſtrators and Aſſigns, and all and every other Perſon and Perſons claiming or to claim any Uſe, Truſt, Eſtate, Right, Title, or Intereſt, either in Law or Equity, of, into, or out of the ſeveral Manors, Meſſuages, Farms, Lands, Tenements, Mills, Hereditaments and Premiſes hereby veſted, by Virtue of, or under the Limitations of the ſaid recited Settlement, or any Part thereof,) all ſuch Eſtate, Right, Title, Intereſt, Benefit, Property, Claim, and Demand whatſoever, of, into, or out of the ſame Premiſes, as they, every, or any of them had before the paſſing of the ſame, or could, or might have had and enjoyed in caſe this Act had not been made.

An ACT

For Sale of the Eſtates of Marmaduke Gwynne, *Eſq; in the County of* Pembroke, *to diſcharge Incumbrances affecting the ſame, and for other Purpoſes therein mentioned.*

C. 42 [illegible]